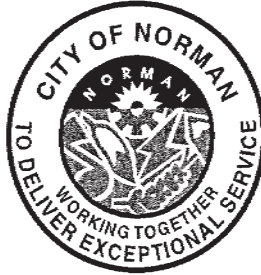


# **City of Norman, OK**

*Municipal Building Council Chambers  
201 West Gray Street  
Norman, OK 73069*



## **City Council Agenda**

**Tuesday, December 20, 2011**

**6:30 PM**

**Municipal Building Council Chambers**

### **City Council**

*Mayor Cindy Rosenthal  
Council Member Roger Gallagher  
Council Member Tom Kovach  
Council Member Hal Ezzell  
Council Member Carol Dillingham  
Council Member Dave Spaulding  
Council Member Jim Griffith  
Council Member Linda Lockett  
Council Member Dan Quinn*

*City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman  
Tax Increment Finance Authority Agenda*

**1 Roll Call****2 Pledge of Allegiance****3 Consent Docket***Consent Docket*

*This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 22 be placed on the consent docket.*

**ACTION NEEDED:** *Motion to place Item through Item on the Consent Docket by unanimous vote.*

**ACTION TAKEN:**

**ACTION NEEDED:** *Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.*

**ACTION TAKEN:**

- 4      GID-1112-39      CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL COMMUNITY PLANNING AND  
TRANSPORTATION COMMITTEE MINUTES OF NOVEMBER 17,  
2011  
CITY COUNCIL SPECIAL SESSION MINUTES OF DECEMBER 13,  
2011  
CITY COUNCIL MINUTES OF DECEMBER 13, 2011  
NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 13,  
2011  
NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 13,  
2011  
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF  
DECEMBER 13, 2011

ACTION NEEDED:    Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or reject the minutes; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_

**Attachments:**    November 17 CPTC Minutes  
                         December 13 Special Session minutes  
                         December 13 CC Minutes

- 5      AP-1112-11      CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

ENFORCEMENT AUTHORITY

TERM: 12-20-11 TO 09-01-13: ROBIN ALLEN, 304 60TH AVENUE S.E.

BOARD OF PARK COMMISSIONERS

TERM: 01-01-12 TO 01-01-15: DEBBIE HOOVER, 1507 NORTH CRAWFORD

TERM: 01-01-12 TO 01-01-15: MARK MCGUIRE, 2008 BROOKHAVEN BLVD.

TERM: 01-01-12 TO 01-01-15: JAMES CHAPPEL, 6175 RICHARD LANE

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Robin Allen will replace Mary Francis who has resigned, James Chappel will replace Marsha Ferrier who no longer wishes to serve, and Debbie Hoover and Mark McGuire are reappointments.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: \_\_\_\_\_

- 6      RPT-1112-19      SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE  
FINANCE DIRECTOR'S INVESTMENT REPORT AS OF  
NOVEMBER 30, 2011, AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_

Attachments:      Finance Directors Report

- 7      RPT-1112-20      SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE  
MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF  
NOVEMBER, 2011, AND DIRECTING THE FILING THEREOF.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_



- 8      RPT-1112-18      SUBMISSION AND ACKNOWLEDGING RECEIPT OF REPORTS ENTITLED "COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2011," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT; AND "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2011," AND "NORMAN TAX INCREMENT FINANCE AUTHORITY FINANCIAL STATEMENT FOR THE YEAR ENDED JUNE 30, 2011" AS PREPARED BY THE FIRM OF COLE AND REED, P. C., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_

- 9      RPT-1112-15      CONSIDERATION OF THE NORMAN CONVENTION AND VISITOR'S BUREAU, INC., (NCVB) SEMI-ANNUAL REPORT ENDING JUNE 30, 2011.

INFORMATION: Amendment No. Six to Contract No. K-9293-136 was approved by City Council on June 22, 2011, which requires that "The NCVB shall report to the City no less than approximately semi-annually, with information that provides the City with a reasonably good understanding of the activities that the NCVB has undertaken since the prior reporting, through efforts to encourage, promote, and foster the convention and tourism development of the City." The NCVB has submitted a report for activities through June 30, 2011.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_

Attachments:    2011 annual report (2)

- 10      FP-1112-10      CONSIDERATION OF A FINAL PLAT FOR THE FALLS AT BROOKHAVEN ADDITION, ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN, AND DEFERRAL OF STREET AND SIDEWALK IMPROVEMENTS FOR WEST ROCK CREEK ROAD. (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 36TH AVENUE N.W. AND WEST ROCK CREEK ROAD)

ACTION NEEDED: Motion to approve or reject the final plat for The Falls at Brookhaven Addition and deferral of street and sidewalk improvements for West Rock Creek Road; and, if approved, accept the public dedications contained within the plat; authorize the Mayor to sign the final plat, subdivision bonds, and maintenance bonds subject to receipt of a Certificate of Deposit in the amount of \$81,640 for deferral of street and sidewalk improvements for West Rock Creek Road within 10 days after approval, receipt of a fee in the amount of \$3,231.25 in lieu of park land dedication requirements, and the City Development Committee's acceptance of all required public improvements; and direct the filing of the final plat.

ACTION TAKEN: \_\_\_\_\_ -

Attachments:    Falls at Brookhaven Location Map  
                         Falls at Brookhaven Final Plat  
                         Falls at Brookhaven Staff Rpt Final Plat  
                         Falls at Brookhaven Deferral  
                         Falls at Brookhaven Site Plan  
                         Brookhaven Rev Prelim Plat  
                         12-8-11 PC Minutes - Falls at Brookhaven

- 11     K-1011-153     CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-153     BY  
         CHG #1           AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND  
                             CENTRAL CONTRACTING SERVICES, INC., INCREASING THE  
                             CONTRACT AMOUNT BY \$9,745 FOR THE HIGHWAY 77  
                             (CLASSEN) AND IMHOFF ROAD WATER LINE RELOCATION  
                             PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

ACTION NEEDED: Motion to approve or reject Change Order No. One to Contract No. K-1011-153 with Central Contracting Services, Inc., increasing the contract amount by \$9,745; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount of \$9,745 to Central Contracting Services, Inc.

ACTION TAKEN: \_\_\_\_\_

Attachments:    Change order #1 K-101-153  
                         Requisition-Classen Imhoff

- 12     K-1011-169     CHANGE ORDER NO. ONE CONTRACT NO. K-1011-169: BY AND  
         CHG #1           BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL  
                             CONTRACTING SERVICES. INC., DECREASING THE CONTRACT  
                             AMOUNT BY \$3,971.50 FOR THE NORTH PORTER AVENUE  
                             WATER LINE RELOCATION PROJECT AND FINAL ACCEPTANCE  
                             OF THE PROJECT.

ACTION NEEDED: Motion to approve or reject Change Order No. One with Central Contracting Services, Inc., decreasing the contract amount by \$3,971.50; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount of \$152,130.50 to Central Contracting Services, Inc.

ACTION TAKEN: \_\_\_\_\_

Attachments:    Change Order #1 K-1011-169  
                         Porter Location Map  
                         Requisition



- 15      K-1112-96      CONTRACT NO. K-1112-96:    A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STP-114B(256)AG, STATE JOB NO. 26840(04) FOR THE WIDENING AND RESURFACING OF PORTER AVENUE FROM WOODCREST DRIVE TO TECUMSEH RIDGE ROAD, ADOPTION OF RESOLUTION NO. R-1112-90, AND BUDGET APPROPRIATION.

ACTION NEEDED:    Motion to approve or reject Contract No. K-1112-96 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1112-90; authorize the execution of the contract and resolution; direct payment to the Oklahoma State Department of Transportation in the amount of \$467,660 for the City's 20% share with an additional \$6,700 for non-participating costs for a total of \$474,360; and appropriate \$98,918 from the Capital Fund Balance, (050-0000-253.20-00) to Project No. TR0243, Porter Gap Project, Construction (050-9366-431.61-01).

ACTION TAKEN: \_\_\_\_\_

Attachments:    Attachment A  
                         K-1112-96  
                         R-1112-90  
                         Porter Location Map  
                         Invoice

- 16     K-1112-97     CONTRACT NO. K-1112-97:     A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL AID PROJECT NO. HSIPY-114A(243)TR, STATE JOB NO. 26475(04) FOR THE INSTALLATION OF A TRAFFIC SIGNAL AND INTERSECTION MODIFICATIONS AT HIGHWAY 77 (12TH AVENUE N.E.) AND ROBINSON STREET (NORTHWEST AND SOUTH LEGS), ADOPTION OF RESOLUTION NO. R-1112-91, AND BUDGET APPROPRIATION.

ACTION NEEDED:     Motion to approve or reject Contract No. K-1112-97 with the Oklahoma Department of Transportation (ODOT), adopt Resolution No. R-1112-91, authorize execution of the contract and resolution; direct payment in the amount of \$429,117.82 to ODOT for the City's 20% share; and appropriate \$83,435.82 from the Capital Fund Balance, (050-0000-253.20-00) to Project No. TR0238, Robinson Street and 12th Avenue NE Intersection Project, Construction (050-9079-431.61-01).

ACTION NEEDED: \_\_\_\_\_

**Attachments:**     Attachment A  
                              K-1112-97  
                              R-1112-91  
                              Invoice-K-1112-97  
                              Robinson-12 Location Map  
                              Requisition-Robinson

- 17     K-1112-98     CONTRACT NO. K-1112-98:     A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL AID PROJECT NO. STP-114(197)AG, STATE JOB NO. 26482(04), FOR INTERSECTION MODIFICATIONS AT HIGHWAY 77 (12TH AVENUE N.E.) AND ROBINSON STREET (EAST LEG) AND ADOPTION OF RESOLUTION NO. R-1112-92.

ACTION NEEDED:     Motion to approve or reject Contract No. K-1112-98 with the Oklahoma Department of Transportation (ODOT), adopt Resolution No. R-1112-92, and authorize execution of the contract and resolution.

ACTION NEEDED: \_\_\_\_\_

Attachments:     Attachment A K-1112-98

k-1112-98

R-1112-92

Location map K-1112-98

Invoice K-1112-98

Requisition-Robinson

- 18     K-1112-99     CONTRACT NO. K-1112-99:     A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE 9-1-1 HOSTED RECORDING SOLUTION.

ACTION NEEDED:     Motion to approve or reject Contract No. K-1112-99 with the Association of Central Oklahoma Governments; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_

Attachments:     K-1112-99

Letter from ACOG

- 19     GID-1112-40     CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$12,313.04 REGARDING JIMMY DALE ARGO VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2011-09645J.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$12,313.04 which will constitute judgment against the City of Norman.

ACTION TAKEN: \_\_\_\_\_

Attachments:    Attachment 1 Argo  
                         Court Award  
                         Requisitions

- 20     R-1112-79     RESOLUTION NO. R-1112-79: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-79.

ACTION TAKEN: \_\_\_\_\_

Attachments:    Call for Municipal Election 2011  
                         Pert Excerpts November 22 Conf. Minutes



- 21     R-1112-89     RESOLUTION NO. R-1112-89:     A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$7,067 FROM THE CAPITAL PROJECT CURRENT LIABILITY/SITE IMPROVEMENTS ACCOUNT TO PURCHASE TRAFFIC SIGNAL PARTS FOR UPGRADES TO THE INTERSECTION OF WEST MAIN STREET AND INTERSTATE DRIVE/26TH AVENUE FUNDED BY THE DEVELOPER OF MURDOCK ADDITION.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-89

ACTION TAKEN: \_\_\_\_\_

Attachments:    R-1112-89  
                         Memo regarding Murdock traffic impact fees  
                         Check from COMCO  
                         FINAL PLAT  
                         Site Plan - Murdock Addition  
                         Aerial Map - Main & 26th Location

- 22     R-1112-93     RESOLUTION NO. R 1112-93:     A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$92,000 FROM THE PARK LAND FUND BALANCE TO BE USED FOR IMPROVEMENTS TO THE GRIFFIN COMMUNITY PARK TRAIL SYSTEM.

ACTION NEEDED:     Motion to adopt or reject Resolution No. R-1112-93.

ACTION TAKEN: \_\_\_\_\_

Attachments:    Trail Construction Map  
                         R-1112-93

23     **Miscellaneous Discussion**

This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited to five minutes or less.

24     **Adjournment**



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: GID-1112-39**

<b>File ID:</b> GID-1112-39	<b>Type:</b> Minutes	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 4	<b>In Control:</b> City Council
<b>Department:</b> City Clerk Department	<b>Cost:</b>	<b>File Created:</b> 12/09/2011
<b>File Name:</b> Minutes		<b>Final Action:</b>

**Title:** CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION  
COMMITTEE MINUTES OF NOVEMBER 17, 2011

CITY COUNCIL SPECIAL SESSION MINUTES OF DECEMBER 13,  
2011

CITY COUNCIL MINUTES OF DECEMBER 13, 2011

NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 13,  
2011

NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 13,  
2011

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF  
DECEMBER 13, 2011

**ACTION NEEDED:** Acting as the City Council, Norman Utilities  
Authority, Norman Municipal Authority, and Norman Tax Increment  
Finance Authority, motion to approve or reject the minutes; and, if approved,  
authorize the execution thereof.

**ACTION TAKEN:** \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 4

**Attachments:** November 17 CPTC Minutes, December 13 Special  
Session minutes, December 13 CC Minutes

**Project Manager:** Brenda Hall, City Clerk

**Entered by:** Ellen.Usry@NormanOK.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

CITY COUNCIL  
COMMUNITY PLANNING AND TRANSPORTATION  
COMMITTEE MINUTES  
November 17, 2011

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 5:34 p.m. in the Conference Room on the 17th day of November, 2011, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Gallagher, Kovach, Lockett, and  
Chairman Dillingham

ABSENT: None

OTHER STAFF PRESENT: Mayor Cindy Rosenthal  
Mr. Jeff Bryant, City Attorney  
Mr. Greg Hall, Streets Superintendent  
Mr. Bob Hanger, Storm Water Engineer  
Mr. Steve Lewis, City Manager  
Mr. Shawn O'Leary, Director of Public Works  
Ms. Karla Chapman, Administrative Technician

OTHER GUESTS PRESENT: Mr. John Woods, Executive Director, Norman Chamber  
of Commerce

DISCUSSION REGARDING THE STORM WATER MASTER PLAN AND STORM WATER DRAINAGE  
AND TRANSPORTATION RELATED CAPITAL PROJECTS.

Chairman Dillingham said Council directed Staff to begin moving forward with implementing the Storm Water Master Plan (SWMP), at the September 17, 2011, Council Retreat. She said there are currently opportunities to leverage federal funding if some road projects were combined with SWMP projects, such as the corridors areas and heavier commercial areas. Chairman Dillingham said if there is an opportunity to carry out a one large combined road and storm water project and only disrupt the business community once, as opposed to disrupting businesses several times during several different projects, i.e., intersection work, utility relocations, storm water issues, etc. She requested Staff to provide options of how to "package" some of the storm water drainage projects and related transportation capital projects to maximize fiscal efficiency, as well as, take opportunities to be mindful of the business and property owners while making these improvements.

Mr. Shawn O'Leary, Director of Public Works, said Council accepted the Storm Water Master Plan (SWMP) on November 10, 2009, and on June 28, 2011, Council adopted the SWMP. He said Council identified a Storm Water Utility (SWU) fee and combination G.O. Bond issues as priorities at the September 17, 2011, Council Retreat.

Mr. O'Leary said Staff determined there are approximately 59 storm water projects throughout the City and a list of potential projects was presented to Council at the September 17, 2011, Council Retreat. He said the projects were ranked by ward, water shed, flood control, degree of reduction of property damage, public safety considerations, quality of life factors, etc. Council requested Staff select the top ranked projects utilizing a \$35 to \$40 G.O. Bond program.

The potential storm water projects and costs for each are as follows:

1. Imhoff Creek at Lindsey Street and McGee Drive	Ward 2	\$13,033,110
2. Brookhaven Creek – Main Street Bridge	Ward 3	\$ 1,718,502
3. Bishop Creek at Sinclair Drive and Beaumont Street	Ward 1	\$ 1,703,776
4. Imhoff Creek at Highway 9 and Imhoff Road	Wards 2/4	\$ 6,563,091
5. Bishop Creek at Main Street and Symmes Street buy outs	Ward 4	\$ 1,846,598
6. Bishop Creek at Lindsey Street to College Avenue-Duck Pond	Ward 7	\$ 3,628,513
7. Imhoff Creek - Andrews Detention including buy outs	Wards 2/8	\$ 3,517,101
8. Merkle Creek at East Main Street and Crestmont Street	Wards 2/8	\$ 6,066,932
9. Little River at Franklin Road	Ward 6	\$ 123,682
10. Dave Blue Creek at Highway 9	Ward 5	\$ 244,098
<b>TOTAL COSTS</b>		<b>\$38,445,403</b>

Mr. O'Leary said the goal has always been to leverage as much as possible in federal funding and in the past Norman has done very well in competing for federal funds through the Association of Central Oklahoma Governments (ACOG) Transportation Improvement Program (TIP). Mr. Angelo Lombardo, Traffic Engineer, prepares all the project applications which are due December 15, 2011, and final decisions will be determined and recommended to the ACOG Policy Board late January or early February, 2012. Mr. O'Leary said Staff has carefully selected projects based upon which projects will compete well and the City is preparing to submit the most ambitious ACOG TIP to date. He said ACOG ranks projects according to which project will perform the most good, i.e., which project(s) involve the most congestive corridors, etc. Mr. O'Leary provided a draft ACOG funding summary for past and projected TIP and said FYE 2013 through FYE 2016 is a little presumptuous and also assumes that the City will have a G.O. election to support the projects. He said however, if a G.O. Bond election is achieved the City will have the potential of receiving several million dollars in federal funds.

Mr. O'Leary said the Committee requested Staff provide a list of storm water projects and transportation projects that have general connections, i.e., streets, bridges, etc., and can be done collectively to save the City money. Staff provided a draft preliminary ACOG TIP submitted for FYE 2013-2016 reflecting combined transportation/storm water G.O. Bond projects and the possible federal funds that can be obtained for both.

Potential Drainage and Street Widening Projects	Without ACOG Funding	With ACOG Funding	ACOG Share
West Main Street bridge	\$ 4,141,010	\$ 1,718,502	\$ 2,422,508
Lindsey Street: 24 <sup>th</sup> SW to Berry	\$21,533,110	\$13,033,110	\$ 8,500,000
Franklin Road Bridge	\$ 4,274,220	\$ 1,575,630	\$ 2,698,590
<b>SUB-TOTAL COSTS</b>	<b>\$29,948,340</b>	<b>\$16,327,242</b>	<b>\$13,621,098</b>

Staff recommended four (4) street projects to include: Cedar Lane – 12<sup>th</sup> Avenue S.E. to one-half mile east of 24<sup>th</sup> Avenue S.E.; 12<sup>th</sup> Avenue S.E. – Cedar Lane Road to State Highway 9; 24<sup>th</sup> Avenue East – Lindsey Street to Robinson Street; and 36<sup>th</sup> Avenue N.W. – Tecumseh Road to Indian Hills Road. Mr. O'Leary said all the projects could compete very well with readiness points but they are not funded for full construction; therefore, a G.O. Bond issue and/or Utility fee would need to be approved in order to move the projects forward. He said they are technically transportation projects because they are bridges over major arterial streets but they also include major storm water improvements at the same time.

Mr. O'Leary said the leveraging of federal funds is limited for the Lindsey Street/24<sup>th</sup> Avenue S.W. to Berry Road Project due to high costs and the maximum ACOG funding the City can receive is \$8.5 million per year. He said the cost (with ACOG funding) for the same project includes \$2,484,452 for a storm water project



north of Lindsey Street along with McGee Avenue and Wylie Road because it is a non-participating costs and must be paid 100% by the City. Councilmember Kovach asked Staff where the water would flow to the South Canadian River for the Lindsey Street Storm Water Project and Mr. Bob Hanger, Storm Water Engineer, said it would flow down Briggs Street, along the east side of Interstate 35 (I-35) to the South Canadian River. Mr. O'Leary said the concept was for the water flow to bypass Merkle Creek. Mayor Rosenthal asked if the City would get a financial advantage since part of the Lindsey Street Project will be in the Oklahoma Department of Transportation (ODOT) I-35 Reconstruction Project and Staff said it was noted on the ACOG TIP application and it is possible. Councilmember Gallagher asked if the Lindsey Street project could include 24<sup>th</sup> Avenue S.E to Tecumseh Road, rather than ending at Robinson Street and Staff said the project could be extended to include Tecumseh Road if Council desired. Councilmember Gallagher asked Staff why it was not an 80/20 formula and Mr. O'Leary said the 80/20 formula only applies to construction, therefore the City will pay for all of the design and all of right-of way, (ROW). Mr. O'Leary said these projects typically end up being a 50/50 split primarily because utility relocation is very expensive.

Mr. O'Leary provided tables reflecting projected revenues and expenditures that the City might have with a Storm Water Utility (SWU) fee program; a table displaying an \$83 million Capital Improvement Program (CIP) Options 1, 2, and 3, with a blend of G.O. Bond and SWU fee; including possible rates and average bill. He said a key issue regarding the SWU fee concept is that it would not only fund Capital Improvements but other items as well, e.g., improving authorization of operation and maintenance, improving the Storm Water Phase II Program, providing enhanced maintenance in sub-divisions, trail construction, etc. He said the listed items are merely a baseline for Council consideration and Council may desire to delete and/or add to the list.

Mr. O'Leary said Staff provided three options to consider, stating all the options assumes a 20 year bond issue, four percent (4%) bond rate, and homestead exemption.

Option 1 - a full SWMP proposal and includes a G.O. Bond and SWU fee election. The G.O. Bond issue would consist of \$38.5 million and include a \$6.74/month SWU fee, which is the fee for an average home with 3,614 square feet of impervious area. He said with option one, a typical home valued at \$100,000 with 3,614 square feet of impervious area would be \$9.83 per month or \$117.94 per year. February 2013 could be a possible election date and the public education/outreach could be completed by Staff and a consultant.

Option 2 - a two-phased SWMP proposal – Phase one includes only a G.O. Bond election for \$38.5 million with an August 2012 election date. Mr. O'Leary said the cost would be approximately \$3.09 per month or \$37.11 annually for a typical home with 3,614 square feet of impervious area. Phase two of this option includes the SWU fee election that would be held one year later, approximately August 2013, and cost \$6.74 per month or \$80.83 annually for a typical home with 3,614 square feet of impervious area. Staff would provide the public education/outreach for Option two (2).

Option 3 - G.O. Bond election for the street/storm water projects with a possible election date of June 2012. Mr. O'Leary reminded the Committee the grand total, including ACOG funding, is approximately \$33.5 million for all potential drainage/street widening and street projects. He said the cost will be approximately \$2.37 per month, or \$28.43 annually to a typical home valued at \$100,000 having 3,614 square feet of impervious area. Staff would provide public education/outreach for option three.

Councilmember Gallagher asked Staff to investigate the percentage of Norman homes that have homestead exemption and if the number of exemptions would considerably change the SWU fee. Councilmember Gallagher asked what percentage of houses are less than the average 3,614 square feet of impervious area and Mr. Bob Hanger said approximately 65%.

Councilmember Kovach said as of recent City bids have come in significantly under estimate and he felt that will not last much longer. He said it is never easy to discuss the possibility of property tax increases, but felt overall the City is looking at saving a significant amount of money for the public by doing the street/storm water projects because bond prices are lower than they have been in a long time and he felt federal matching dollars will be less readily available in the future. Councilmember Kovach felt the street/storm water projects are not "wants" but are actually "needs" for a variety of reasons including public safety and costs will only get more expensive in the future. Mr. O'Leary said another factor is that cities may see excess federal funding because over the past two years cities have not been able to match the funding and obtain the ACOG readiness points and he feels very confident that Norman will compete for federal funds better than ever before over the next two or three years.

Mayor Rosenthal said she is drawn to Option No. 3, but felt it should also include the SWU fee and felt the SWU fee needed to be looked at further down the road because it is important. She agreed with Councilmember Gallagher and requested Staff get additional cost estimates to include extending the 24th Avenue S.E. Project to Tecumseh Road instead of Robinson Street. Mayor Rosenthal said she was also interested in whether or not there are some projects that would be focused on Ward 5, particularly in terms of safety improvements that would truly make it a package that covers all of the wards within the community. Chairman Dillingham agreed, stating there are improvements needed to be done in Ward 5 and including those in the G.O. Bond package may help Ward 5 citizens feel they will benefit as well. Mayor Rosenthal felt the 24<sup>th</sup> Avenue S.E. corridor would appeal to all east side Norman residents and residents commuting to Oklahoma City.

Councilmember Gallagher suggested Staff find ways to assist owners with appropriate access to their business when road construction is in close proximity. Mr. O'Leary said those scenarios are never easy and painless for businesses, but he felt there are a number of mechanisms that can be used such as contractor incentive and disincentive clauses within the contract(s), some costing money. He said a project can be moved fairly quickly if the City were to use creative contracting methods, but a contractor will bid higher for a project when there are incentive and disincentive clauses. Mr. O'Leary used the Campus Corner Project as an example, stating the contract contained provisions/incentives because the City knew it would be disruptive to the businesses in the area and the City hired a contractor who was able to complete the work and get out quickly. He said Lindsey Street would not be an "easy" project but if the City was willing to spend the additional money to get the right contract language/incentives along with Staff aggressively managing the project it could be done. Chairman Dillingham agreed and said public education will be crucial. Councilmember Kovach asked how much more money a project with incentive clauses might cost and Mr. O'Leary said it would be in the range of 5% to 10% more depending on how aggressive it is but felt it would be a good investment. Councilmember Kovach asked if today's presentation included the number(s) that would be needed in order to bid a contract with incentive clause(s) and Mr. O'Leary answered in the affirmative, stating there is enough contingency that would cover a contract with incentive clause(s). The Committee discussed and agreed that would be a great mechanism/method to use for the future Lindsey Street project.

Councilmember Lockett asked Staff if the Lindsey Street Project would work around the OU classes and/or athletic schedules and Mr. O'Leary said yes, the project typically would be discussed by both Council and OU and both will have input and define how/when the project will begin/end. Mr. O'Leary said the City will be working "second-chair" to ODOT during the Lindsey Street Project, i.e., the City will design and develop the project but at the point where federal funding occurs, the City will hand it over to ODOT who will then follow state regulatory policies and conditions.

Mayor Rosenthal said if Council decided as a whole to move forward with Option No. 3, she felt a clear and precise visual picture for the Lindsey Street Project would be needed in order to show the citizens as details

within this project will matter. Councilmember Kovach requested the Lindsey Street Project (drawings) reflect xeroscaping because it will be easier to maintain.

Mr. O'Leary said another important point on projects such as these is the partnerships, such as with OU and/or business owners, because it will ultimately determine how smoothly the project will run.

Chairman Dillingham asked the Committee for input if Council decided to move forward with Option No. 3, as well as the timeline for both a G.O. Bond/SWU election and a public outreach program. Councilmember Kovach said he did not want to hide the fact that the City will continue to work on the SWU fee but he does think it can be easily confused. He felt the City should be very upfront when talking about the SWU fee and suggested going forward with a G.O. Bond election, then coming back with a SWU fee the following year or next. Councilmember Kovach felt knocking out some of the major projects lessens the overall cost of the SWU and Chairman Dillingham agreed. She felt the longer the City waited to complete the large and expensive storm water projects, the property owners will continue to lose more land due to erosion.

Mayor Rosenthal felt the SWU fee still needed to be part of Option No. 3. She felt there are still issues to work out on the SWU fee and coming back with it a year or so after the G.O. Bond election might be the way to go. Councilmember Lockett felt the City needed to be very clear and simple to citizens in reference to the G.O. Bond election and SWU fee and stress the project(s) are needs to have a City that functions and are not merely wants. Chairman Dillingham felt the citizens have seen the need(s) and have seen what the City has accomplished in the past. She said the City will need to focus on the need(s), as well as the education regarding advantages of the G.O. Bond election and SWU fee.

Councilmember Gallagher asked if business and residential would have the same SWU rate and Mr. O'Leary said yes. He said in most instances, a business would have a larger fee because they have a larger impervious area. Councilmember Gallagher asked whether or not the City has the legal authority to impose a storm water utility fee on federal and state buildings and Mr. O'Leary said lawsuits throughout the country dealing with federal property recently ruled that federal building(s) were not exempt. He felt that ruling would filter down to the state and local level(s) and said the general idea of a SWU fee would apply to any buildings, parking lots, etc., whether state or federal, if they create storm water run-off. Chairman Dillingham said an important distinction is that the SWU fee is a utility fee not a utility *tax*. Mr. O'Leary said not-for-profit organizations, churches, and possibly the University of Oklahoma (OU) in some context may appeal the SWU fee.

Chairman Dillingham felt that the City needs to keep working on the SWU fee possibly with the assistance of a citizen committee, to determine how to handle issues pertaining to the not-for-profits, churches, low income, and OU, as well as determine whether the City will be giving credits for structural controls inside a development. She felt the work will take at least a year.

The Committee felt Option No. 3 with the SWU fee modification would be the best recommendation and Chairman Dillingham agreed stating that this would allow Staff to proceed so that the full Council will have the opportunity to discuss and consider it at next week's Capital Budget Retreat.

Items submitted for the record

1. PowerPoint Presentation entitled, "Storm Water Master Plan, Possible Storm Water Utility and General Obligation Bond Elections," dated November 18, 2011



MISCELLANEOUS DISCUSSION.

Councilmember Dillingham suggested canceling the regularly scheduled Community Planning and Development Committee (CPDC) meeting scheduled on November 23, 2011, since the Committee met this evening and the Committee agreed.

The meeting adjourned at 6:35 p.m.

---

City Clerk

---

Mayor



## CITY COUNCIL SPECIAL SESSION MINUTES

December 13, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session at 6:18 p.m. in the Municipal Building Conference Room on the 13th day of December, 2011, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal

ABSENT: Councilmember Ezzell

Item 1, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 §307(B)(4) IN ORDER TO DISCUSS JERRY STEPHENS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-011353Q CONSOLIDATED WITH WORKERS' COMPENSATION COURT CASE NO. WCC-2011-02123K.

Councilmember Quinn moved that the Special Session be adjourned out of and an Executive Session be convened in order to discuss Jerry Stephens vs. the City of Norman, Workers' Compensation Court Case No. WCC-2010-011353Q consolidated with Workers' Compensation Court Case No. WCC-2011-02123K, which motion was duly seconded by Councilmember Griffith; and the question being upon adjourning out of the Special Session and convening into an Executive Session in order to discuss Jerry Stephens vs. the City of Norman, Workers' Compensation Court Case No. WCC-2010-011353Q consolidated with Workers' Compensation Court Case No. WCC-2011-02123K, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened in order to discuss Jerry Stephens vs. the City of Norman, Workers' Compensation Court Case No. WCC-2010-011353Q consolidated with Workers' Compensation Court Case No. WCC-2011-02123K.

The City Council adjourned into Executive Session at 6:19 p.m. Mr. Steve Lewis, City Manager, and Mr. Jeff Bryant, City Attorney, were in attendance at the Executive Session.

Mayor Rosenthal acknowledged return to Open Session.

Thereupon, Councilmember Quinn moved that the Special Session be reconvened, which motion was duly seconded by Councilmember Kovach; and the question being upon reconvening the Special Session, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the Special Session was reconvened at 6:29 p.m.

The Mayor said Jerry Stephens vs. the City of Norman, Workers' Compensation Court Case No. WCC-2010-011353Q consolidated with Workers' Compensation Court Case No. WCC-2011-02123K was discussed in Executive Session. No action was taken and no votes were cast.

\* \* \* \* \*

ADJOURNMENT

There being no further business, Councilmember Quinn moved that the meeting be adjourned, which motion was duly seconded by Councilmember Kovach; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Spaulding, Quinn, Mayor Rosenthal
-------	----------------------------------------------------------------------------------------------------------

NAYES:	None
--------	------

The Mayor declared the motion carried and the meeting was adjourned at 6:30 p.m.

ATTEST:

---

City Clerk

---

Mayor

CITY COUNCIL MINUTES  
NORMAN UTILITIES AUTHORITY MINUTES  
NORMAN MUNICIPAL AUTHORITY MINUTES  
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES

December 13, 2011

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building on the 13th day of December, 2011, at 6:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray and at the Norman Public Library at 225 North Webster 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn,  
Spaulding, Mayor Rosenthal

ABSENT: Councilmember Ezzell

The Pledge of Allegiance was led by Mayor Rosenthal.

\* \* \* \*

Item 3, being:

CONSIDERATION OF APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL STUDY SESSION MINUTES OF NOVEMBER 15, 2011  
CITY COUNCIL FINANCE COMMITTEE MINUTES OF NOVEMBER 16, 2011  
CITY COUNCIL CONFERENCE MINUTES OF NOVEMBER 22, 2011  
CITY COUNCIL MINUTES OF NOVEMBER 22, 2011  
NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 22, 2011  
NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 22, 2011  
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 22, 2011

Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, Councilmember Kovach moved that the minutes be approved and the filing thereof be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. GID-1112-37 dated November 29, 2011, by Brenda Hall, City Clerk
2. City Council Study Session minutes of November 15, 2011
3. City Council Finance Committee minutes of November 15, 2011
4. City Council Conference minutes of November 22, 2011
5. City Council minutes of November 22, 2011
6. Norman Utilities Authority minutes of November 22, 2011
7. Norman Municipal Authority minutes of November 22, 2011
8. Norman Tax Increment Finance Authority minutes of November 22, 2011

and the question being upon approving the minutes and upon the subsequent directive, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn,  
Spaulding, Mayor Rosenthal

NAYES: None

The Mayor declared the motion carried and the minutes approved; and the filing thereof was directed.

\* \* \* \* \*

Item 4, being:

RESOLUTION NO. R-1112-86: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN HUMAN RIGHTS COMMISSION, AWARDING THE 2011 CITY OF NORMAN HUMAN RIGHTS AWARD.

Councilmember Kovach moved that Resolution No. R-1112-86 be adopted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Text File No. R-1112-86 dated November 29, 2011, by Carol Coles, Administrative Assistant
2. Resolution No. R-1112-86
3. Norman Human Rights Commission minutes of November 28, 2011

Participants in discussion

1. Ms. Kay Ham, Acting Chairman of the Human Rights Commission member, presented the Human Rights Award
2. Ms. Kara Joy McKee, accepted the resolution and thanked the Council

and the question being upon adopting Resolution No. R-1112-86, a vote was taken with the following result:

YEAS:

Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn,  
Spaulding, Mayor Rosenthal

NAYES:

None

The Mayor declared the motion carried and Resolution No. R-1112-86 was adopted.

\* \* \* \* \*

Item 5, being:

CONSENT DOCKET

Councilmember Kovach moved that Item 6 through Item 12 be placed on the consent docket by unanimous vote, which motion was duly seconded by Councilmember Griffith; and the question being upon the placement on the consent docket by unanimous vote of Item 6 through Item 12, a vote was taken with the following result:

YEAS:

Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn,  
Spaulding, Mayor Rosenthal

NAYES:

None

The Mayor declared the motion carried and Item 6 through Item 12 were placed on the consent docket by unanimous vote.

\* \* \* \* \*

Item 6, being:

CONSIDERATION OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF ADJUSTMENT

TERM: 12-22-11 TO 12-22-14: MARGARET FARMER,  
334 WESTCHESTER CIRCLE

CHILDREN'S RIGHTS COORDINATING COMMISSION

TERM: 12-13-11 TO 10-16-14: JOSEPH ARMSTRONG, 504 WINSTON

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 12-13-11 TO 10-31-13: ANN WAY, 211 HORIZON VIEW COURT

PLANNING COMMISSION

TERM: 12-13-11 TO 11-01-13: DAVE BOECK, 925 SCHULZE DRIVE  
TERM: 11-01-11 TO 11-01-14: CYNTHIA GORDON, 807 OLIVER STREET  
TERM: 11-01-11 TO 11-01-14: CURTIS MCCARTY, 3817 DALSTON CIRCLE  
TERM: 11-01-11 TO 11-01-14: TOM KNOTTS, 7301 EAST STATE HIGHWAY 9

SOCIAL AND VOLUNTARY SERVICES COMMISSION

TERM: 12-09-11 TO 12-09-14: GOLDA LONG, 3037 GRANT ROAD  
TERM: 12-09-11 TO 12-09-14: CODY PONDER, 1511 SUNSET DRIVE  
TERM: 12-09-11 TO 12-09-14: AMY VENABLE, 1312 GLENWOOD

Councilmember Kovach moved that the appointments be confirmed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. AP-1112-10 dated November 29, 2011, by Brenda Hall, City Clerk

and the question being upon confirming the appointments, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
-------	----------------------------------------------------------------------------------------------------------

NAYES:	None
--------	------

The Mayor declared the motion carried and the appointments were confirmed.

\* \* \* \* \*

Item 7, being:

EASEMENT NO. E-1112-12: CONSIDERATION OF ACCEPTANCE OF A PERMANENT PUBLIC UTILITY, ROADWAY, AND DRAINAGE EASEMENT DONATED BY JOHN CHIAF TO BE USED TO IMPROVE 120TH AVENUE S.E. BETWEEN LINDSEY STREET AND LAKE THUNDERBIRD BY CONVERTING IT FROM A DEAD-END ROAD TO A CUL-DE-SAC.

Councilmember Kovach moved that Easement No. E-1112-12 be accepted and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Dillingham;.

Items submitted for the record

1. Text File No. E-1112-12 dated November 22, 2011, by Ken Danner, Development Manager
2. Easement No. E-1112-12 with Exhibit "A," location map
3. Memorandum dated March 22, 2011, from Ken Danner, Development Manager, to Honorable Mayor and Councilmembers
4. Location map

Item 7, continued:

and the question being upon accepting Easement No. E-1112-12 and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
-------	----------------------------------------------------------------------------------------------------------

NAYES:	None
--------	------

The Mayor declared the motion carried and Easement No. E-1112-12 accepted; and the filing thereof with the Cleveland County Clerk was directed.

\* \* \* \* \*

Item 8, being:

AMENDMENT NO. ONE TO CONTRACT NO. K-0910-178: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GEOSAFE CORPORATION PROVIDING MODIFICATIONS TO THE SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT AGREEMENT OF MOBILE2 SOFTWARE FOR THE POLICE DEPARTMENT AND THE FIRE DEPARTMENT.

Councilmember Kovach moved that Amendment No. One to Contract No. K-0910-178 with GeoSafe Corporation be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No K-0910-178, Amendment No. One, dated September 13, 2011, by Jim Maisano, Assistant Chief of Police
2. Amendment No. One to Contract No. K-0910-178

Participants in discussion

1. Mr. Keith Humphrey, Chief of Police

and the question being upon approving Amendment No. One to Contract No. K-0910-178 with GeoSafe Corporation and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal
-------	----------------------------------------------------------------------------------------------------------

NAYES:	None
--------	------

The Mayor declared the motion carried and Amendment No. One to Contract No. K-0910-178 with GeoSafe Corporation approved; and the execution thereof was authorized.

\* \* \* \* \*

Item 9, being:

CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-1112-53 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TOM'S QUALITY CONSTRUCTION FOR THE HISTORICAL MUSEUM INTERIOR REPAIR PROJECT.

Councilmember Kovach moved that the project be accepted and final payment in the amount of \$10,100 be directed to Tom's Quality Construction, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No K-1112-53, Final, dated November 28, 2011, by James Briggs, Park Planner
2. Purchase Order No. 206430 dated September 8, 2011, in the amount of \$69,500 subtracting payments totaling \$59,400 leaving a balance of \$10,100



Item 9, continued:

and the question being upon accepting the project and upon the subsequent directive, a vote was taken with the following result:

YEAS:

Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn,  
Spaulding, Mayor Rosenthal

NAYES:

None

The Mayor declared the motion carried and the project accepted; and final payment in the amount of \$10,100 was directed to Tom's Quality Construction.

\* \* \* \* \*

Item 10, being:

CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$103,088.91 REGARDING JERRY STEPHENS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2010-011353Q CONSOLIDATED WITH WORKERS' COMPENSATION COURT CASE NO. WCC-2011-02123K.

Councilmember Kovach moved that the City Attorney's recommendation be approved, compliance with the Worker's Compensation Court Order be authorized, and payment of claims in the amount of \$103,088.91 which will constitute judgment against the City of Norman be directed, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. GID-1112-36 dated November 28, 2011, by Blaine Nice, Assistant City Attorney with Attachment No. 2, payments to claimant and attorney
2. Workers' Compensation Court Order No. WCC 2010-11353Q filed November 10, 2011
3. Purchase Requisition No. 0000194446 dated November 28, 2011, in the amount of \$28,271.25 to Jerry Stephens and Jeffrey M. Cooper
4. Purchase Requisition No. 0000194447 dated November 28, 2011, in the amount of \$2,001.43 to Workers' Compensation Administrative Tax Fund
5. Purchase Requisition No. 0000194448 dated November 28, 2011, in the amount of \$750.53 to Special Occupational Health and Safety Fund
6. Purchase Requisition No. 0000194449 dated November 28, 2011, in the amount of \$140 to Workers' Compensation Court
7. Purchase Requisition No. 0000194450 dated November 28, 2011, in the amount of \$125.70 to Cleveland County Court Clerk

and the question being upon approving the City Attorney's recommendation and upon the subsequent authorization and directive, a vote was taken with the following result:

YEAS:

Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn,  
Spaulding, Mayor Rosenthal

NAYES:

None

The Mayor declared the motion carried and the City Attorney's recommendation approved; the City Attorney's Office was authorized to effectuate the settlement and payment of claims in the amount of \$103,088.91 which will constitute judgment against the City of Norman was directed.

\* \* \* \* \*

Item 11, being:

RESOLUTION NO. R-1112-82: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$2,788.23 FROM THE WASTEWATER FUND BALANCE TO ALLOW FOR THE RETURN OF COLLECTED PAYBACK FEES TO THE INVESTORS FOR THE 36TH AVENUE INTERCEPTOR AND FORCE MAIN PROJECTS.

Acting as the Norman Utilities Authority, Trustee Kovach moved that Resolution No. R-1112-92 be adopted, which motion was duly seconded by Trustee Dillingham;

Items submitted for the record

1. Text File No. R-1112-82 dated November 17, 2011, by Mark Daniels, Utilities Engineer with Attachment 1, Payback Funds Collected, and Attachment 2, Payback to Investors
2. List of Payments
3. Resolution No. R-1112-82

and the question being upon adopting Resolution No. R-1112-82, a vote was taken with the following result:

YEAS:

Trustees Dillingham, Gallagher, Griffith,  
Kovach, Lockett, Spaulding, Quinn,  
Chairman Rosenthal

NAYES:

None

The Chairman declared the motion carried and Resolution No. R-1112-82 was adopted.

\* \* \* \* \*

Item 12, being:

RESOLUTION NO. R-1112-87: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING SCHEDULED FOR DECEMBER 27, 2011, SHALL BE CANCELLED AND A MEETING SHALL BE SCHEDULED FOR DECEMBER 20, 2011.

Councilmember Kovach moved that Resolution No. R-1112-87 be adopted, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. R-1112-87 dated December 5, 2011, by Brenda Hall, City Clerk
2. Resolution No. R-1112-87

and the question being upon adopting Resolution No. R-1112-87, a vote was taken with the following result:

YEAS:

Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn,  
Spaulding, Mayor Rosenthal

NAYES:

None

The Mayor declared the motion carried and Resolution No. R-1112-87 was adopted.

\* \* \* \* \*



Item 13, being:

SUBMISSION OF A NOTICE OF APPEAL REQUESTING CITY COUNCIL OVERTURN THE DECISION OF THE HISTORIC DISTRICT COMMISSION REGARDING AN APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS FOR REPLACEMENT OF WINDOWS FOR PROPERTY LOCATED AT 549 SOUTH LAHOMA AVENUE.

Councilmember Dillingham moved that the appeal to overturn the decision of the Historic District Commission for property located at 549 South Lahoma Avenue be postponed until January 10, 2012, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Text File No. R-GID-1112-38 dated November 29, 2011, by Susan Atkins, Historic District Planner
2. Application for Certificate of Appropriateness dated October 13, 2011, submitted by Kevin Easley
3. Staff Report dated November 7, 2011, from the Norman Historic District Commission
4. Photographs of the windows
5. Letter from Don Winkle, D.W. Homes, Inc., to Norman Historic District
6. Letter denial the Certificate of Appropriateness dated November 9, 2011, to Kevin Easley, Jr., from Susan Owen Atkinson, AICP, Historic Preservation Officer
7. Pertinent excerpts from Historic District Commission minutes of November 7, 2011
8. Email requesting an appeal of the denial of the request at 549 South Lahoma Avenue dated November 17, 2011, from Kevin Easley to Brenda Hall
9. PowerPoint presentation dated November 7, 2011, for Certificate of Appropriateness Application for 549 South Lahoma Avenue
10. Email supporting Historic District's decision dated November 3, 2011, from Susan Maag to Susan Atkinson
11. Email supporting applicant dated November 4, 2011, from M.K. Long to Susan Atkinson
12. Email requesting postponement dated December 12, 2011, from Kevin Easley

and the question being upon postponing the appeal to overturn the decision of the Historic District Commission for property located at 549 South Lahoma Avenue until January 10, 2012, a vote was taken with the following result:

YEAS:

Councilmembers Dillingham, Gallagher, Griffith, Kovach, Lockett, Quinn, Spaulding, Mayor Rosenthal

NAYES:

None

The Mayor declared the motion carried and the appeal to overturn the decision of the Historic District Commission for property located at 549 South Lahoma Avenue was postponed until January 10, 2012.

\* \* \* \* \*

Item 14, being:

ORDINANCE NO. O-1112-15: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTIONS 7.5-21(F), 7.5-22, 7.5-25(5) AND (6), 7.5-26(7), AND 7.5-27 OF CHAPTER 7.5 OF THE CODE OF THE CITY OF NORMAN CHANGING THE NAME OF THE ENFORCEMENT AUTHORITY TO NORMAN ELECTION COMMISSION THROUGHOUT AND PROVIDING FOR AMENDMENTS TO THE CAMPAIGN STATEMENTS FILING REQUIREMENTS AND VIOLATION REPORTING PROCEDURE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance No. O-1112-15 having been Introduced and adopted upon First Reading by title in City Council's meeting of November 22, 2011, Councilmember Kovach moved that Ordinance No. O-1112-15 be adopted upon Second Reading section by section, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Text File No. O-1112-15 dated November 15, 2011, by Brenda Hall, City Clerk
2. Ordinance No. O-1112-15
3. Legislatively notated copy of Ordinance No. O-1112-15
4. City Council Oversight Committee minutes of May 4, September 7, and November 2, 2011
5. Pertinent excerpts of City Council minutes of July 26, 2011

Item 14, continued:

Participants in discussion

1. Ms. Brenda Hall, City Clerk
2. Mr. Grant Delozier, 1641 High Circle, protestant
3. Mr. Rhett Jones, 211 1/2 East Main Street, asked questions

and the question being upon adopting Ordinance No. O-1112-15 upon Second Reading section by section, a vote was taken with the following result:

YEAS: Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn, Mayor  
Rosenthal

NAYES: Councilmember Spaulding

The Mayor declared the motion carried and Ordinance No. O-1112-15 was adopted upon Second Reading section by section.

Thereupon, Councilmember Dillingham moved that Ordinance No. O-1112-15 be adopted upon Final Reading as a whole, which motion was duly seconded by Councilmember Quinn; and the question being upon adopting Ordinance No. O-1112-15 upon Final Reading as a whole, the roll was called with the following result:

YEAS: Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn, Mayor  
Rosenthal

NAYES: Councilmember Spaulding

The Mayor declared the motion carried and Ordinance No. O-1112-15 was adopted upon Final Reading as a whole.

\* \* \* \* \*

MISCELLANEOUS DISCUSSION

Repairs to Cedar Lane. Mr. Bobby Stevens, Post Office Box 6226, thanked the Public Works Department for filling in the potholes on Cedar Lane.

\*

Illegal Dumping. Mr. Bobby Stevens, Post Office Box 6226, said there was had been a problem in the past with an illegal dump on Cedar Lane between 24th Avenue S.E. and 36th Avenue S.E. and the City had cleaned it up and put up a "No Dumping" sign. He said there were issues again with dumping in that location and asked if the City could install some type of barrier.

Mayor Rosenthal asked Mr. Stevens to meet with Mr. Ken Komiske, Director of Utilities, after the meeting to give the exact location.

\*

Fire Station No. Nine. Mr. Bobby Stevens, Post Office Box 6226, asked when Fire Station No. Nine would be built.

Mr. Steve Lewis, City Manager, said the design of Fire Station No. Nine is currently being finalized and would be out for public bid later this month or early next month. He said construction would take approximately 12 to 18 months.

\*

Item 10, Workers' Compensation Court Order. Mr. Jim Stanley, 3922 Pine Tree Circle, said he did not understand the accounting of this court order.

Mayor Rosenthal asked Mr. Stanley to consult with the City Attorney or the Finance Director about this item.

Miscellaneous Discussion, continued:

Occupy Norman and City of Norman Funds. Mr. Grant Delozier, 1641 High Circle, said as a member of Occupy Norman, he wanted to clarify why so many of the members have attended tonight's City Council meeting. He said it was recently discovered that the City of Norman keeps its money in Bank of America. He said this bank was on the verge of financial collapse in 2008 and had accepted tens of billions of dollars in bailout money with huge amounts going to executive bonuses; has not paid a cent in federal taxes in two years while receiving a \$2 billion tax benefit in 2010; has foreclosed on thousands of families; made \$6.2 billion in profits this year; and subsequently announced it would lay off 30,000 employees. He said Occupy Norman is here tonight to support local businesses. He said Norman possesses several banks and credit unions which are more deserving of the City's money which would put money back in the local economy in ways that one's based on Wall Street cannot. He said where Norman chooses to put its money is a small piece of what interests their movement but the choice that City Council will make is one that voters and politicians all over the country must make. He asked if they would choose Wall Street or Main Street.

Mr. Rich Coffman, former Norman resident residing in Anna, Texas, said he is a member of the Occupy movement and provided statistics showing the direct effect Bank of America has had on the State of Oklahoma and the City of Norman. He said to support a bank that is costing the City money seemed ridiculous. He encouraged City Council to deposit a portion of the City's money with a community bank or credit union. He suggested releasing bonds or loans to individuals who were being foreclosed on by Bank of America, those who want to rehabilitate their homes, and new business owners.

Mr. Nicholas Reed, 2158 West Brooks Street, said he was a member of Occupy Norman and urged the City to take their money out of Bank of America. He said he did not understand why Council would not be willing to support local banks, credit unions, and businesses and the money needed to stay in Norman to support our local economy.

Ms. Kristin Marshall, 2102 Park Place, said she was a member of Occupy Norman and her group had been occupying Andrews Parks for almost two weeks with Saturday, December 17th being the last day. She invited City Council and everyone in the audience to a luncheon in the park on Saturday at noon. She said there would be an open microphone for anyone who has concerns about what Occupy Norman is doing or just wants to speak out. She provided invitations to anyone who wanted them.

Mr. Harold Heiple, 2011 Morgan Drive, said he was not a member of Occupy Norman but did want to compliment the Occupy Norman group on the way they have conducted their operations this past week. He said he served on the City Council forty years ago and when he served there were only five banks in Norman, they were all locally owned, and there was quite a bit of competition. He said he assumed the law is still the same today as it was then which required that if a bank wanted to house funds from the City they had to post securities with the State Treasurer in an amount equal to the amount of the deposit. He asked if Bank of America was the only bank in town that has securities available to deposit with State Treasurer, considering the fact that money cannot be earned on these securities put up for deposit.

Mr. Anthony Francisco, Director of Finance, said Mr. Heiple raised a valid point in that State Statutes require that public deposits of the City of Norman and other cities have to be collateralized. He said this means that banking institution accepting the deposits have to post investment securities as collateral to back up those deposits in case the banking institution fails. Because the City of Norman at times has tens of millions of dollars on deposit, it takes a pretty large bank to have an investment portfolio that can post that amount of collateral. He said locally there are five banks that can and pointed out that Bank of America is a local bank with two local branches and several employees from Norman. He said Bank of America has a very large local presence and scores very well on its Community Reinvestment Act ratings. He said several valid points have been raised this evening and he was also interested in the federal bailout programs, the response to those, and several uses of the funds. He said the City of Norman cannot get involved in the operations of the bank and the concern is the bank's job in safekeeping the City's funds and providing service to the City as a banking customer. He pointed out that banking services is a contract approved by the City Council. It is a rollover contract and coincidentally there is a request for proposal for a banking services agreement on the street right now with responses due next Friday, December 16, 2011. He said the City of Norman has been a client of Bank of America for at least 25-30 years, long before they were Bank of America, starting out as First National Bank, changing to Boatmen's Bank, then Bank of Oklahoma.

## Miscellaneous Discussion, continued:

Occupy Norman and City of Norman Funds. Mr. Heiple said First National Bank of Norman was one of the five banks that existed locally 40 years ago and they participated actively in City affairs. He said when Kansas City based Boatmen's Bank took over, they also had a local presence. He said he did not want to dispute Mr. Francisco's comment, but wanted citizens to be aware that he was involved in various groups throughout Norman and has yet to know anyone from Bank of America or see them involved in any of the groups that he is involved with. He said he doesn't see their presence like he sees Arvest, First Fidelity Bank, Bank of Oklahoma, and several others. He said if there is competitive bidding for bank services coming up, do not necessarily take the lowest bid. He said if there are five other banks that can post collateral, please give thought to supporting other banks.

Mr. Ben Babb, 621 West Jenkins Avenue, said he had read quite a bit about Bank of America and he has never read one positive article about this bank.

Ms. Kalen Kattestad, 1328 Glen Oaks Court, thanked Mr. Francisco for clarifying the issue of collateralization; however, reminded everyone that the City of Norman had made a commitment to buy local and fair trade products and urged Council to consider doing the City's banking in the same way, locally and in an ethically sound facility.

Ms. Katie Stephens, 100 Vinita Drive, asked Mr. Francisco if it had to be dollar to dollar collateralization or can it be issued from a bonding facility. Mr. Francisco said it had to be \$1.25 for every dollar.

Mr. Rich Coffman, former Norman resident residing in Anna, Texas, said the City of Norman is more secure in a local and small bank.

Mr. Mike Downs, 928 South Flood Avenue, said he had a problem with saying Bank of America is a local bank because they have a local branch in Norman. He said the money that is given to Bank of America does not stay in the community. He said there are other local large banks that could be used that would loan out to local businesses.

Ms. Mary Francis, 850C Cardinal Creek Condos, asked Mr. Francisco if there was a problem with dividing up the money and putting it in the local banks. Mr. Francisco said he wanted to make the distinction between the placement of investments and services provided by a depository in safekeeping banking institution. For purposes of investments, the City does buy certificates of deposit from several banks, many of them local. He said the City invests securities both locally and outside of the state; however, as it relates to the depository banking institution, that is the bank the City draws checks on and that is the bank that clears our checks, that we have to get reconciliation information from, provides our merchant credit card processing, those services are not easily split up. It would be very difficult to draw checks on more than one bank requiring different signatures and all those sorts of things that have to be set up in advance of the placement of checks.

Mayor Rosenthal asked Mr. Francisco to elaborate on investments and certificate of deposits in local banks. Mr. Francisco said the City tries to place certificates of deposit (CD's) in an amount not-to-exceed \$250,000 because up to that point those securities would be backed by the Federal Deposit Insurance Corporation (FDIC) Insurance. He said this is mandated within the City's investment policy. He said there are currently CD's placed at First Fidelity Bank, Republic Bank, Great Nations Bank, and McClain County Bank.

Ms. Francis said it appears that there is plenty of room to put our money in other banks and credit unions. She asked how much is needed to have a working account in a banking institution and is there room to broaden the City's investments. Mr. Francisco said there is no limit to the number of banks both locally or outside of the City that CD's could be placed up to the \$250,000 security limit. He said the only downfall of investing in CD's is that they are not very liquid and it is difficult to get the money out before it matures. He said that is why in most instances, the City makes more liquid investments in case an emergency calls for funds, there would be no problem receiving it quickly. He said the City has been expanding their investments over the last year.

Mayor Rosenthal added that constituents had asked her about providing citizens an opportunity to invest in General Obligation Bonds and that staff is going to look into this option.

Mr. Stephen Tyler Holman, 1020 South College Avenue, expressed support for moving the City's money. He said it was obviously a more complicated issue than it might seem. He thought the Bank of Oklahoma which is local and within the State of Oklahoma would be a better choice. He urged City Council to continue exploring options.

\*



Occupy Norman and City of Norman Funds.

Councilmember Gallagher said the points made tonight have been relevant and this was not an isolated concern. He said he might visit the Occupy Norman group before they leave. He urged them to continue asking questions, get their college degree, talk to their local governmental representatives and state representatives, and continue to attend town meetings to express their ideas and concerns.

Councilmember Kovach said how the City invests its money speaks to what kind of people we are. He said the investment reports are not returning huge amounts of money so whether we get a quarter percent in a CD is less of a concern than seeing where that money is invested. He said he would like to see more of those CD's spent in local institutions. He said he had no problem with the employees of Bank of America but did have qualms about the people who have been running Bank of America. He said everyone should be listened to and he appreciated all those in attendance.

Councilmember Dillingham said one of the most important things to her as a citizen is her quality of life. She was glad to see so many people exercise their right to speak on such important issues. She said change is coming and she always tries to be an agent of change and keep her mind open. She loved what Occupy Norman members had to say. She said she is hoping for some alternative in the proposals for banking services. She said the bidding requirements in the statute say "Lowest and Best." But often it is just easy to look at "Lowest" and not inquire about "Best." She said Norman has some great corporate citizens and in her mind Bank of America is not one. She said she has been on several boards of non-profits and had taken money out of Bank of America because not only were they not providing good service, they were not willing to help the non-profit. She urged the Occupy Norman members to stay involved after Saturday and serve on Boards and Commissions.

Councilmember Spaulding said he has not been a supporter of the Occupy group but in comparison to some of the meetings across the nation, he commended Occupy Norman members. He said Council appreciates their involvement and he was happy to see the discussion about a very serious subject. He said the City Manager had kept him informed about their activities this past week and was very complimentary. He said members had been respectful and worked hard to avoid any kind of problems and actually are working to solve problems, which is a good thing.

Councilmember Griffith said he visited the Occupy Norman members Saturday night and they had managed to make a very comfortable living space at the park. He commended them for conducting themselves with great aplomb. He said he is proud of their passion and what they stand for and hoped they stayed involved.

Councilmember Lockett said Occupy Norman speaks to what America is all about because this country allows for a way for citizens to express themselves, be heard, and be respected. She said she appreciates their remarks and hope they continue to do that.

Councilmember Quinn said some of Council remembers the demonstrations that took place in the 1960's, the civil unrest, the protests, and the way those demonstrations turned into riots. He commended Occupy Norman members about the positive way they had conducted themselves. He said there are ways to get things accomplished that encourage people to work with you instead of against you. He said they had made this choice and he is proud of what they had done. He said when they disband to please go out and shop in Norman for Christmas to continue to help support the community. Please remember "Shop Norman."

Mayor Rosenthal said we are reviewing our banking services contract and there have been a number of efforts made to be good partners with the local business community. She said Council will continue to ask what more they can do along those lines. She appreciated the respectful and peaceful nature of the Occupy Norman members' protest. She had been asked about her meeting with the group last week and told constituents that all the members who came to see her were intent on being heard in a respectful manner. She said they had demonstrated that and encouraged them to stay warm.

\*

Supreme Court Ruling. Mr. Stephen Tyler Holman, 1020 South College Avenue, said last week the Los Angeles City Council, the second largest City in the United States and second largest media market in the United States, voted unanimously that they do not believe that corporations are people or that money equals speech. He said he would like to see City Council explore this. He said there is growing support for a constitutional amendment to overrule the Supreme Court's ruling. He said he would like the City of Norman to set an example regarding campaign finance.

\*

## Miscellaneous Discussion, continued:

Police Department. Councilmember Kovach complimented the Police Department on their swift resolution of Owen Pollard's murder and taking a serial killer off the streets. He said he appreciated the work that the detectives did to allow the rest of the citizens to be safe.

He said the City of Norman had put a large investment into Community Policing and had witnessed a great example of it. He said recently there were two police cars in front of his house and when he made inquiries, they responded that they had brought breakfast to his elderly neighbor because his caregiver had been in an accident and could not bring it.

Mr. Steve Lewis, City Manager, said some time ago it was announced to Council and the community that Staff was moving forward with a Crime-Free Multi-Housing Program. He said Chief Humphrey recently appointed a police officer to join the department's Community Service section. He said this is a Crime Prevention Program designed to reduce crime, the use of illegal drugs, and other problems that some of our residents in apartments experience. He said this will hopefully reduce some of the calls for service, create a more stable resident base, and improve the quality of life for our residents. This is new initiative as part of the Community Policing Program and it will be taking shape in the next few months.

\*

Condolences to the Family of Charlie Schindler. Councilmember Kovach announced that the community had lost a citizen who had been a tremendous asset to the City of Norman, Charlie Schindler. He said Charlie served as a on City Councilmember for three terms. He said the people in attendance at the funeral spoke about who Charlie was and they were both some of the most liberal and conservative people in Norman. He said it was said that Charlie did not use labels but looked at people as individuals. He said City Council tries to do this but does not do it enough.

\*

Gifts for Foster Children. Councilmember Dillingham said times have been tough and there are a lot of children in Cleveland County in foster care needing Christmas presents. She said there is a large group of people who are trying to provide Christmas for these children. She said the District Attorney's Office is trying to help out and are having a little bit of trouble having enough resources. She said if anyone is interesting in helping out with a donation, please contact her at 826-7160.

\*

Appreciation to Council. Councilmember Spaulding extended appreciation to the Councilmembers. He said he received a phone call by another Councilmember who had driven by a residence to do a visual inspection of a future agenda item where he had done the same. He said the point is that Councilmembers are looking at issues to make sure that they can make the best decision. He said Council works hard for its citizens and appreciated Councilmember Kovach and the rest of Council.

\*

Merry Christmas. Mr. Bobby Stevens, Post Office Box 6226, wished everyone a Merry Christmas.

Councilmember Spaulding wished everyone a Merry Christmas. He said he lost his younger brother one year ago today unexpectedly and he encouraged everyone during the Christmas season to contact those closest to them to let them know how they feel about them because the opportunity might not come up again. He thanked everyone for coming this evening and said God Bless Norman.

Mayor Rosenthal wished everyone a safe holiday season.

\*

Transportation Master Plan Survey. Mr. Steve Lewis, said a number of residents in the community have probably received their survey relative to our Transportation Master Plan process. He said approximately 1,600 have been sent out and they are coming in. He encouraged residents to complete them and send them in and those who did not receive a survey to go onto the City's Website and fill one out electronically.

\*

## Miscellaneous Discussion, continued:

Animal Shelter. Mr. Steve Lewis, City Manager, said Staff was in the process of receiving request for proposals for interested architects and engineers for the new facility. He said 12 proposals have been received from a number of firms across the country and many of them have partnered with local firms. He said we will likely receive proposals from local firms and there will be 12 teams making an on-site inspection at the shelter Wednesday, December 14, 2011, at 2:00 p.m.

City Council Meeting December 20, 2011. Mayor Rosenthal said there will be City Council meeting on Tuesday, December 20, 2011, and then will be off for the holiday season.

\* \* \* \* \*

## ADJOURNMENT

There being no further business, Councilmember Kovach moved that the meeting be adjourned, which motion was duly seconded by Councilmember Quinn; and the question being upon adjournment of the meeting, a vote was taken with the following result:

YEAS:

Councilmembers Dillingham, Gallagher,  
Griffith, Kovach, Lockett, Quinn,  
Spaulding, Mayor Rosenthal

NAYES:

None

The Mayor declared the motion carried and the meeting was adjourned at 8:17 p.m.

ATTEST:

---

City Clerk

---

Mayor



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: RPT-1112-19**

<b>File ID:</b> RPT-1112-19	<b>Type:</b> Communication or Report	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 6	<b>In Control:</b> City Council
<b>Department:</b> Finance Department	<b>Cost:</b>	<b>File Created:</b> 12/05/2011
<b>File Name:</b> Finance Director's Report November, 2011	<b>Final Action:</b>	

**Title:** SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF NOVEMBER 30, 2011, AND DIRECTING THE FILING THEREOF.

**ACTION NEEDED:** Motion to acknowledge receipt of the report and direct the filing thereof.

**ACTION TAKEN:** \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 6

**Attachments:** Finance Directors Report

**Project Manager:** Clint Mercer, Chief Accountant

**Entered by:** Ellen.Usry@NormanOK.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

**Text of Legislative File RPT-1112-19**



DATE: 02-Dec-11

TO: City Council

FROM: Anthony Francisco, Director of Finance  
 PREPARED BY: Clint Mercer, Chief Accountant

SUBJECT: Breakdown of Interest Earnings by Fund

	MONTHLY COMPARISON				ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE12	MONTHLY INTEREST EARNINGS November 2011	MONTHLY % INCREASE (DECREASE)	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE12-YTD	INTEREST EARNINGS YTD FYE12	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$8,333	\$8,672	4.06%	9.34%	\$41,667	\$30,398	-27.04%	8.78%
PUBLIC SAFETY SALES TAX FUND	N/A	\$9,397	100.00%	10.12%	N/A	\$31,320	100.00%	9.05%
ROOM TAX FUND	\$250	\$247	-1.06%	0.27%	\$1,250	\$793	-36.60%	0.23%
CAPITAL PROJECTS FUND	\$12,500	\$20,308	62.46%	21.87%	\$62,500	\$80,031	28.05%	23.12%
SINKING FUND	\$2,083	\$849	-59.24%	0.91%	\$10,417	\$12,120	16.35%	3.50%
G.O. BOND FUND	\$167	\$194	16.29%	0.21%	\$833	\$652	-21.78%	0.19%
WESTWOOD FUND	\$625	\$73	-88.37%	0.08%	\$3,125	\$2,738	-12.37%	0.79%
WATER FUND	\$10,000	\$16,836	68.36%	18.13%	\$50,000	\$56,143	12.29%	16.22%
WASTEWATER FUND	\$8,333	\$9,362	12.35%	10.08%	\$41,667	\$34,277	-17.74%	9.90%
HALLPARK FUND	N/A	\$0	100.00%	0.00%	N/A	\$0	100.00%	0.00%
DEVELOPMENT EXCISE	\$16,667	\$12,780	-23.32%	13.76%	\$83,333	\$47,326	-43.21%	13.67%
SEWER SALES TAX	\$6,250	\$8,423	34.76%	9.07%	\$31,250	\$30,400	-2.72%	8.78%
SANITATION FUND	\$2,500	\$927	-62.92%	1.00%	\$12,500	\$2,305	-81.56%	0.67%
PARKLAND FUND	\$1,250	\$1,468	17.43%	1.58%	\$6,250	\$5,291	-15.34%	1.53%
TRUST & AGENCY FUNDS	N/A	\$6	100.00%	0.01%	N/A	\$23	100.00%	0.01%
TAX INCREMENT DISTRICT	\$1,458	\$1,148	100.00%	1.24%	\$7,292	\$5,684	100.00%	1.64%
SPECIAL GRANTS FUND	N/A	\$948	100.00%	1.02%	N/A	\$2,082	100.00%	0.60%
CLEET FUND	N/A	\$22	100.00%	0.02%	N/A	\$96	100.00%	0.03%
HOUSING	N/A	\$0	100.00%	0.00%	N/A	\$0	100.00%	0.00%
SITE IMPROVEMENT FUND	N/A	\$50	100.00%	0.05%	N/A	\$179	100.00%	0.05%
ARTERIAL ROAD FUND	N/A	\$629	100.00%	0.68%	N/A	\$2,286	100.00%	0.66%
SEIZURES	\$42	\$525	1159.93%	0.57%	\$208	\$1,962	841.57%	0.57%
	<u>\$70,458</u>	<u>\$92,862</u>	<u>31.80%</u>	<u>100.00%</u>	<u>\$352,292</u>	<u>346,107</u>	<u>-1.76%</u>	<u>100.00%</u>

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of \$ 113.8 million as of 11/30/11 are represented by working capital cash balances of all City funds of approximately \$ 65.57 million, outstanding encumbrances of \$20.16 million, General Obligation Bond proceeds of \$5.41, NUA revenue bond proceeds of \$13.3 million, NMA bond proceeds of \$3.92 million, and UNP TIF reserve amounts of \$5.44 million.

## INVESTMENT BY TYPE

November 30, 2011

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
<b>**Checking</b>							
BANK OF AMERICA	NUA REV. FD.				\$0.00	\$0.00	\$0.00
BANK OF AMERICA	GEN'L DEP.			0.25%	\$1,746.91	\$12,171,808.82	\$12,171,808.82
BANK OF AMERICA	WARRANTS PAYABLE				\$0.00	(\$3,836,808.55)	(\$3,836,808.55)
BANK OF AMERICA	PAYROLL				\$0.00	(\$2,530,653.03)	(\$2,530,653.03)
BANK OF AMERICA	COURT BOND REFUNDS				\$0.00	\$277,076.27	\$277,076.27
BANK OF AMERICA	INSURANCE CLAIMS				\$0.00	(\$187,687.20)	(\$187,687.20)
BANK OF AMERICA	HALLPARK			0.01%	\$0.78	\$91,178.83	\$91,178.83
<b>**Subtotal</b>					<u>\$1,747.69</u>	<u>\$5,984,915.14</u>	<u>\$5,984,915.14</u>
<b>**Money Market</b>							
BANCFIRST-NUA	MONEY MKT.			0.01%	\$4.88	\$1,235,706.14	\$1,235,706.14
BANCFIRST-NMA Sanitat.	MONEY MKT.			0.01%	\$31.30	\$3,592,558.27	\$3,592,558.27
BANCFIRST-NMA Golf	MONEY MKT.			0.01%	\$0.38	\$329,314.85	\$329,314.85
BANCFIRST-NUA Water	MONEY MKT.			0.01%	\$58.57	\$12,061,437.90	\$12,061,437.90
Bank of Oklahoma UNP TIF	MONEY MKT.			0.01%	\$23.34	\$4,794,766.42	\$4,794,766.42
REPUBLIC BANK UNP TIF	MONEY MKT.			0.60%	\$328.10	\$640,306.02	\$640,306.02
FIRST FIDELITY	MONEY MKT.			0.30%	\$72.28	\$0.00	\$0.00
BANK OF AMERICA	MONEY MKT.			0.25%	\$4.19	\$416,644.50	\$416,644.50
BANK OF AMERICA	MONEY MKT.			0.05%	\$6.49	\$319,912.80	\$319,912.80
BANK OF AMERICA - Drinking W:	MONEY MKT.			0.25%	\$310.18	\$1,720,748.48	\$1,720,748.48
BANK OF AMERICA - Clean Wate	MONEY MKT.			0.25%	\$0.17	\$824.96	\$824.96
BANK OF AMERICA-2008A	MONEY MKT.			0.25%	\$157.75	\$767,810.79	\$767,810.79
BANK OF AMERICA-2008B	MONEY MKT.			0.25%	\$344.60	\$1,677,525.23	\$1,677,525.23
BANK OF AMERICA-2010	MONEY MKT.			0.25%	\$619.51	\$2,967,564.53	\$2,967,564.53
<b>**Subtotal</b>					<u>\$1,961.74</u>	<u>\$30,525,120.89</u>	<u>\$30,525,120.89</u>
<b>**Sweep/Overnight</b>							
JP MORGAN	SHORT TERM			0.00%	\$0.00	\$4,761,624.39	\$4,761,624.39
<b>**Certificate of Deposit</b>							
FIRST FIDELITY BANK	CD	09/30/11	03/31/12	0.30%	\$62.50	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/11	09/30/12	0.65%	\$135.42	\$250,000.00	\$250,000.00
<b>**Subtotal</b>					<u>\$197.92</u>	<u>\$500,000.00</u>	<u>\$500,000.00</u>
<b>**U. S. Treasury Securities/Agency Securities</b>							
FHLB	3133XWD71	12/31/09	02/28/12	1.24%	5,153.67	5,000,000.00	\$5,011,850.00
FHLB	3133XWD71	12/31/09	02/28/12	1.25%	5,176.49	5,000,000.00	\$5,011,850.00
T-Note	912828KP4	12/31/09	05/15/12	1.31%	6,550.24	6,000,000.00	\$6,028,095.45
T-Note	912828KP4	12/31/09	05/15/12	1.31%	7,369.60	6,750,000.00	\$6,797,639.55
FHLB	3133XTS49	03/31/10	06/20/12	1.30%	109.55	100,000.00	\$100,917.00
FNMA	313359MNU3	11/30/10	08/01/12	0.73%	5,208.52	8,000,000.00	\$8,255,040.00
FFCB	31331G2R9	03/31/10	12/07/12	1.58%	132.38	100,000.00	\$101,625.00
US T-Note	912828MN7	05/20/11	02/15/13	0.48%	3,019.52	7,500,000.00	\$7,607,850.00
FFCB	31331JBV4	06/30/11	02/21/13	0.49%	831.62	2,000,000.00	\$2,032,720.00
FHLMC	312SX1EJ2	12/31/09	05/22/13	2.08%	3,649.07	2,000,000.00	\$2,114,240.00
FHLB	3133XYHD0	07/22/10	06/14/13	1.05%	3,547.07	4,000,000.00	\$4,077,000.00
FFCB	31331KET3	05/20/11	09/23/13	0.80%	3,339.46	5,000,000.00	\$5,052,250.00
FNMA	31398A5Q1	12/02/10	11/08/13	1.06%	33,571.21		
FHLB	313371WK8	11/30/10	02/25/14	1.00%	1,458.33		
US T-Note	912828KV1	06/30/11	05/31/14	0.76%	2,406.92	3,500,000.00	\$3,666,250.00
FNMA	31398A3G5	08/31/11	09/08/14	1.50%	1,345.11	3,000,000.00	\$3,051,120.00
FAMCA	31315PSG5	09/29/11	03/14/14	1.50%	951.79	2,000,000.00	\$2,044,600.00
FNMA	3136FPAB3	11/30/11	08/18/15	0.96%	138.88	2,500,000.00	\$2,581,475.00
FNMA	31398A3T7	11/30/11	09/21/15	1.00%	111.11	2,000,000.00	\$2,073,180.00
FNMA	3136FTBJ7	09/30/11	09/30/15	1.05%	4,375.00	5,000,000.00	\$4,993,550.00
FFCB	3133KS92	11/30/11	11/16/15	1.17%	77.77	2,500,000.00	\$2,494,375.00
U.S. STRIPS (Hallpark)	912833KC3	06/09/04	05/15/14	5.12%	431.27	79,860.00	\$130,900.44
<b>**Subtotal</b>					<u>88,954.58</u>	<u>72,029,860.00</u>	<u>\$73,226,527.44</u>
<b>**TOTAL**</b>					<u>92,861.93</u>	<u>113,801,520.42</u>	<u>\$114,998,187.86</u>

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: RPT-1112-20**

<b>File ID:</b> RPT-1112-20	<b>Type:</b> Communication or Report	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 7	<b>In Control:</b> City Council
<b>Department:</b> City Manager Department	<b>Cost:</b>	<b>File Created:</b> 12/05/2011
<b>File Name:</b> Monthly Dept Report Month of November, 2011		<b>Final Action:</b>
<div><p><b>Title:</b> SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF NOVEMBER, 2011, AND DIRECTING THE FILING THEREOF.</p><p><b>ACTION NEEDED:</b> Motion to acknowledge receipt of the report and direct the filing thereof.</p><p><b>ACTION TAKEN:</b> _____</p></div>		

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 7

### Attachments:

**Project Manager:** Carol Coles, Administrative Assistant

**Entered by:** Ellen.Usry@NormanOK.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

**Text of Legislative File RPT-1112-20**



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: RPT-1112-18**

---

<b>File ID:</b> RPT-1112-18	<b>Type:</b> Communication or Report	<b>Status:</b> ATS Review
<b>Version:</b> 1	<b>Reference:</b> Item No. 8	<b>In Control:</b> City Council
<b>Department:</b> Finance Department	<b>Cost:</b>	<b>File Created:</b> 11/10/2011
<b>File Name:</b> Annual Audit year ended 6/30/11	<b>Final Action:</b>	

---

**Title:** SUBMISSION AND ACKNOWLEDGING RECEIPT OF REPORTS ENTITLED "COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2011," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT; AND "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2011," AND "NORMAN TAX INCREMENT FINANCE AUTHORITY FINANCIAL STATEMENT FOR THE YEAR ENDED JUNE 30, 2011" AS PREPARED BY THE FIRM OF COLE AND REED, P. C., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

**ACTION NEEDED:** Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to acknowledge receipt of the reports and direct the filing thereof.

**ACTION TAKEN:** \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 8

**Attachments:**

**Project Manager:** Clint Mercer, Chief Accountant

**Entered by:** clint.mercer@normanok.gov

**Effective Date:**

**History of Legislative File**

---

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

---

**Text of Legislative File RPT-1112-18**

Body

**BACKGROUND:** Oklahoma Statutes, Title 11, Section 17-105, requires that an audit of the funds, assets, books, and records of the clerk and treasurer of the City be prepared and reviewed by an independent qualified accountant. The City of Norman has, since fiscal year 1988-89, prepared an audit in conformance with Generally Accepted Accounting Principles (GAAP) promulgated by the Governmental Accounting Standards Board (GASB). For the past fifteen fiscal years, the City has received the Government Finance Officers Association's Award for Excellence in Financial Reporting. The Comprehensive Annual Financial Report for the fiscal year ending June 30, 2011 (FYE 2011) is included here.

Many of the federal and state grants that the City receives also require an audit report to be reviewed by independent accountants, as directed by the Federal Single Audit Act of 1984. The "single audit" report is also included.

The University of Oklahoma Foundation requested a separate audit review of the funds of the Norman Tax Increment Finance Authority (NTIFA) be performed in conjunction with the City's annual audit process, beginning in fiscal year 2008-2009. The annual NTIFA audit is also included here, at the expense of the University North Park TIF Fund.

On March 25, 2008, the Council accepted the proposal of Cole and Reed, PC (RFP- 0708-64), to provide independent auditing services for the City of Norman, the Norman Municipal Authority, the Norman Tax Increment Finance Authority and the Norman Utilities Authority for a period of three fiscal years with an option to extend the services for an additional two fiscal years.

**DISCUSSION:** The financial statements of both the City and its Trusts have received an unqualified opinion from Cole and Reed that they fairly represent the financial position of the City as of June 30, 2011 in all material respects.

Under separate cover, the Council Audit/Finance Committee will receive a "management letter" from the City's external auditors, discussing their findings during the audit review that are not considered material to the overall operations of the City, future audit and accounting standards to be considered or other items that would impact on the fair representation of the City's financial position.

**RECOMMENDATION:** It is recommended that the Fiscal Year 2010-2011 Comprehensive Annual Financial Report, NTIFA Audit and Single Audit Report be accepted. These reports are available for review in the City Clerk's Office.



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

File Number: RPT-1112-15

File ID: RPT-1112-15

Type: Communication or Report

Status: Consent Item

Version: 1

Reference: Item No. 9

In Control: City Council

Department: City Clerk Department

Cost:

File Created: 11/07/2011

File Name: NCVB Semi Annual Report 6/30/11

Final Action:

Title: CONSIDERATION OF THE NORMAN CONVENTION AND VISITOR'S BUREAU, INC., (NCVB) SEMI-ANNUAL REPORT ENDING JUNE 30, 2011.

INFORMATION: Amendment No. Six to Contract No. K-9293-136 was approved by City Council on June 22, 2011, which requires that "The NCVB shall report to the City no less than approximately semi-annually, with information that provides the City with a reasonably good understanding of the activities that the NCVB has undertaken since the prior reporting, through efforts to encourage, promote, and foster the convention and tourism development of the City." The NCVB has submitted a report for activities through June 30, 2011.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_

Notes: December 20, 2011, City Council Agenda

Agenda Date: 12/20/2011

Agenda Number: 9

Attachments: 2011 annual report (2)

Project Manager: Brenda Hall, City Clerk

Entered by: Ellen.Usry@NormanOK.gov

Effective Date:

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/22/2011	Withdrawn				
	Action Text:	Withdrawn					
1	City Council	11/22/2011					





We're not the only ones  
who think Norman's a winner.

# ANNUAL REPORT 2011

THE NORMAN CONVENTION AND VISITORS BUREAU



# NORMAN

Visit [Norman.com](http://Norman.com)

# A FEW WORDS

In 2011, the Norman Convention and Visitors Bureau ended the fiscal year literally blowing the roof off as a storm blew through the city in late June, damaging the NCVB offices. Before that took place, however, the staff was blowing the roof off the 2010 numbers by identifying conferences and events to take place overnight in Norman and attracting interest from potential visitors.

As we report our activities for the 2011 fiscal year, all but two numbers in this report are up over last year. The key indicators of average daily rate (\$79.49), occupancy (56.6 percent), Rev Par (\$45.09), transient guest tax (\$1.069 million) and sales tax (\$47.97 million) showed increases.


Recognizing the number of room nights booked decreased and the amount of generated leads also were down versus 2010, a new sales manager with long-standing ties to the Norman hospitality industry has joined the staff. Using the fundamental principle of extending a circle of influence and word-of-mouth marketing, the NCVB leadership expects to see measureable increases in 2012.

Most importantly among the key indicators is the return on investment that tourism brings into the local economy. For every dollar the Norman Convention & Visitors Bureau invested through marketing (\$533,343), there were 42 dollars returned to Norman through visitors.

With results like we report throughout this document, you will see promoting Norman is a privilege and we hope to be able to answer any and all questions that might arise. We're excited about our recent initiatives and continued progress being made. If you have any questions, please feel free to call.



Stephen Koranda  
Executive Director  
Norman CVB



Joe Sparks  
Board President  
Norman CVB



# KEY INDICATORS

Performance measures are used to determine the performance of the Norman Convention & Visitors Bureau.

## Annual reporting for economic impact:

1. Room Nights booked this year for meeting and sports groups: 5,955
2. Group Tour bookings, booked this year: 0
3. Leisure inquiries converted: 60,617
4. Coop resources raised (in kind, marketing, alliances, etc.): \$66,106
5. Media Coverage:
  - 276 placements
  - 104.5 million impressions
  - \$80,268 advertising equivalency
6. Bureau Expenditures: \$533,343
7. Return on Investment: \$42:\$1

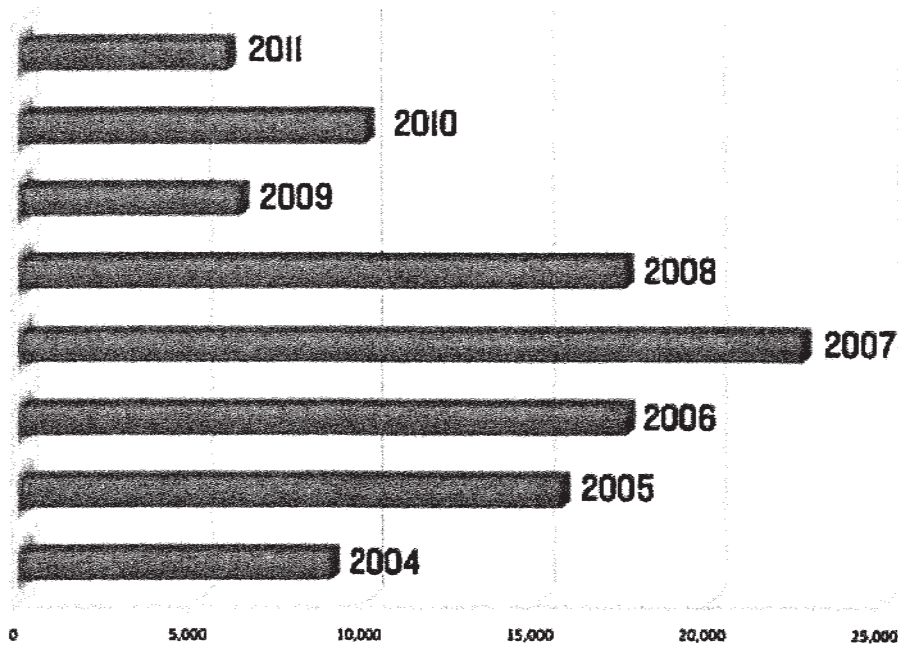
## Annual reporting for performance measures:

1. Economic Impact of tourism: \$150,997,000
2. Transient Guest Tax collections: \$1.069 million
3. Sales tax collections: \$47.97 million
4. Occupancy of Norman hotels and B&B's: 56.6 percent
5. Average daily rate of Norman Hotel and B&B rooms: \$79.49
6. Length of stay during visit to Norman: 1-2 nights 47.54%; 3-5 nights 27.04%; 6-9 nights 10.58%; 10+ nights 12.6% (2.24% did not answer)
7. Per person expenditure of visitor to Norman: \$608 per person per trip (overnight); \$172 per person per trip (day trip)\*

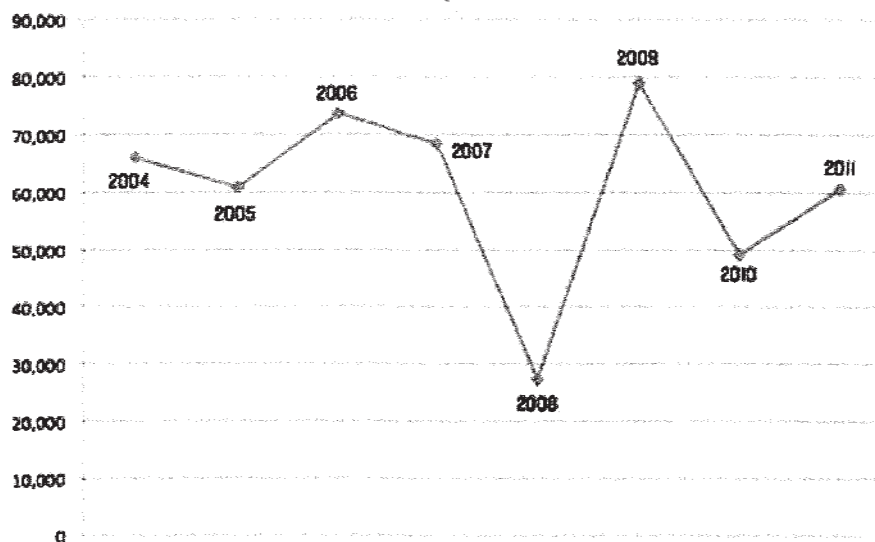
\*Expenditure costs derived from Oklahoma Tourism and Recreational Department and US Travel Association.

# HISTORICAL REFERENCE

## Room nights booked

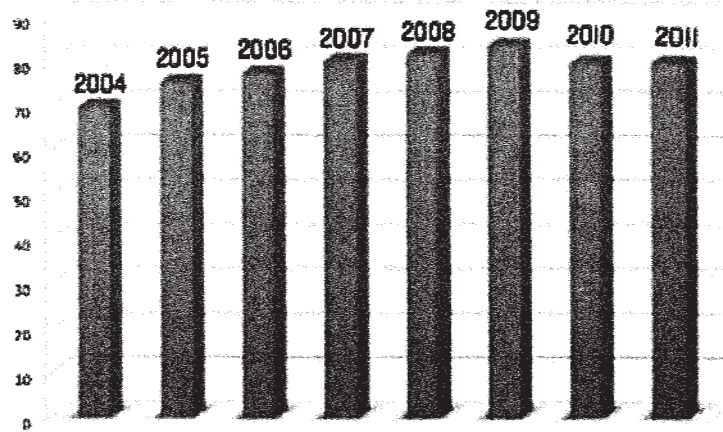


## Leisure inquiries converted

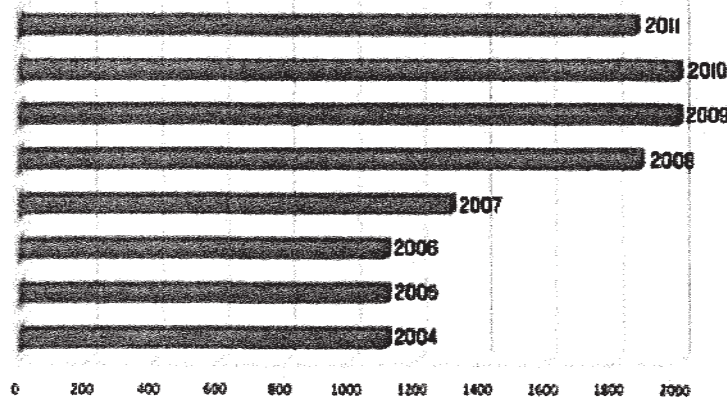


# HISTORICAL REFERENCE

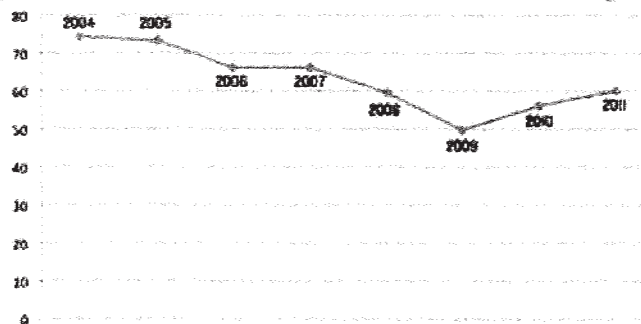
## Average daily rate of hotel rooms



## Number of hotel rooms

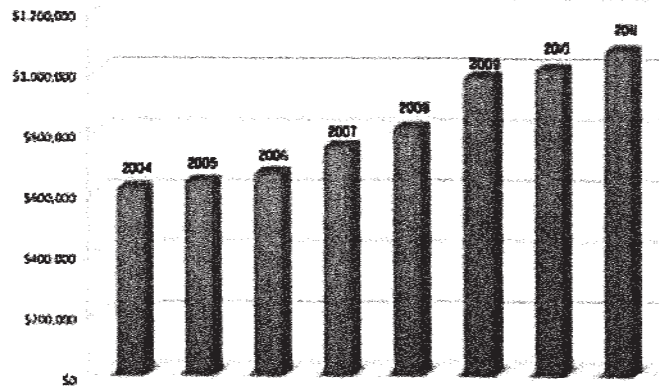


## Occupancy of hotel rooms by percent

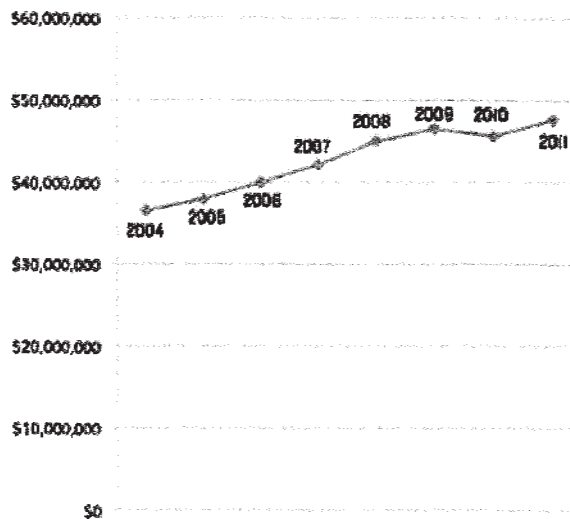


# HISTORICAL REFERENCE

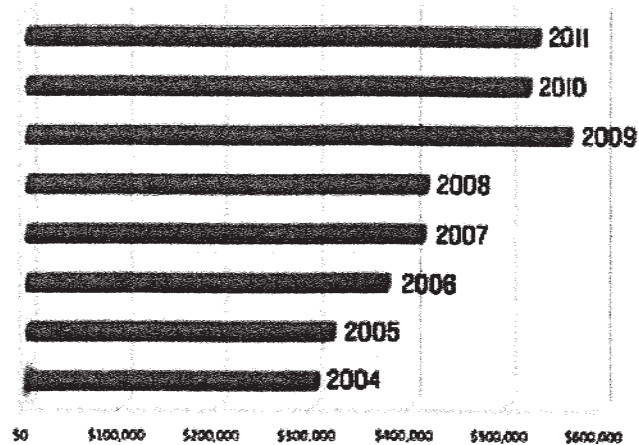
## Transient guest tax collections



## Sales tax collections



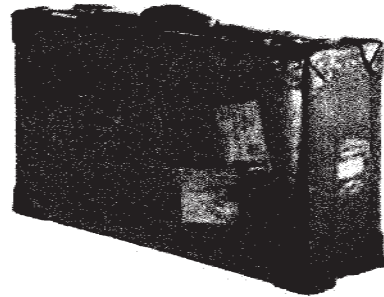
## Bureau expenditures





# COMMUNICATIONS

Communications works proactively with travel media (newspapers, magazines, broadcast, electronic) throughout the state and region promoting Norman as a travel destination through press releases, newsletters and electronic social networks.



Communications also coordinates familiarization tours for travel writers throughout Norman as well as media trips to provide print and broadcast media with first-hand knowledge of our destination. Representatives of three publications visited Norman as part of one familiarization tour in fiscal year 2011.

## **MEDIA BLITZES**

# 9

The communications manager sent out 43 press releases which resulted in 31 direct phone calls. She also initiated a media blitz in the Los Angeles area and met with 18 association and leisure publications. To preview the annual Chocolate Festival, the communications manager secured segments on two local television station programs. During April, three on-air placements included KWTU's "Day Out in Norman," Discover Oklahoma's Eco/Earth Day episode and KSBI's noon show to highlight the Norman Music Festival.

## **MEDIA CONTACTS**

# 126



# 276

**PLACEMENTS  
RESULTED IN**

# 104.5

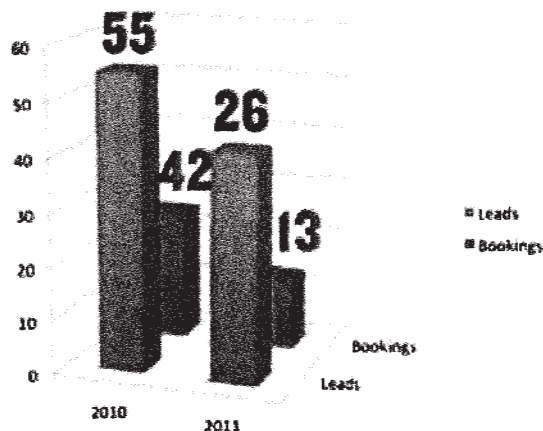
**MILLION  
IMPRESSIONS**

# GROUP SALES

The groups sales managers works pro-actively to solicit new meetings, conventions and sports events to be held in Norman. In 2011, the staff made 1,520 sales calls, attended 16 trade shows, conducted three sales missions and led eight site inspections. That resulted in 26 leads being forwarded to hotels representing 12,438 room nights. However, Norman converted 57 percent of those leads in 2011 compared to 80 percent in 2010.

Also as mentioned previously, the number of room nights booked and leads generated -- 5,955 and 26 (with no group tour bookings) -- were down in 2011. Recognizing the number of room nights booked decreased and the amount of generated leads also were down, a new sales manager with long-standing ties to the Norman hospitality industry has joined the staff.

The sales managers will use MINT, a database with more than 40,000 meetings. The NCVB began its subscription and thus access to the database in 2011.



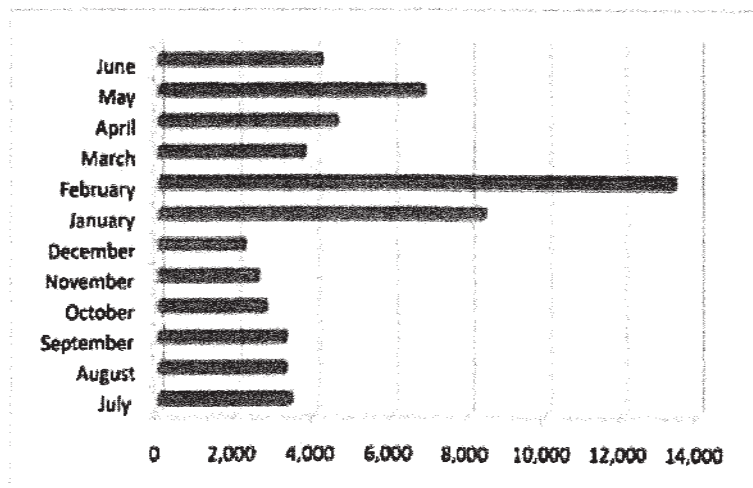
In 2010, 55 issued leads resulted in 42 bookings while in 2011, 24 leads resulted in 13 bookings.

# LEISURE

The NCVB promotes Norman and its attractions across various media outlets including print, direct mail, trade shows and the entire online realm of websites, blogs, social networks and related portals.

The leisure and communications sectors did generate increased numbers during the 2011 fiscal year. Employing 110 programs, the CVB gained nine million impressions and increased by 10,000 the number of visitors guides distributed from 49,000 to 59,000.

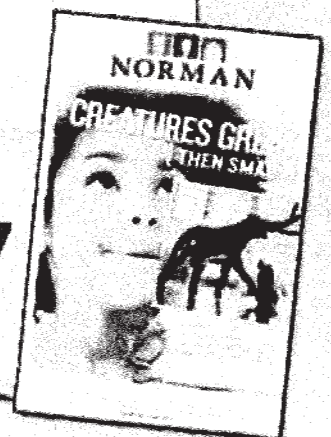
The production of the visitors guide was outsourced in FY 2011. The NCVB contracted with Key of Oklahoma to sell and print the guide freeing staff time to concentrate on other initiatives. Key was able to expand the advertising in the publication and thus with other coop resources generated increased to \$66,106.



## VISITOR GUIDE DISTRIBUTION

Inquiries through marketing programs, website and office :

**60,617**



NORMAN, WHERE GREAT THINGS MEET

# WEBSITE

The NCVB realized a new website in late May 2011. The new site immediately **DOUBLED** the number of visitors, **TRIPLED** the time a visitor spent on the site and **QUADRUPLED** the number of page views per visit.

Site features include:

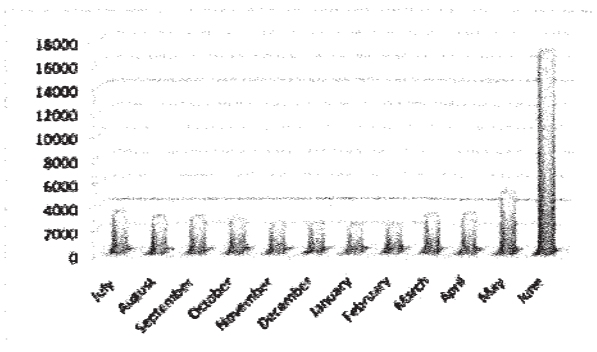
- An online booking system allowing visitors to make their room reservation without even leaving the site.
- An expanded calendar of events that allows the visitor to view events during a date specific time.
- A video library intended to make the attraction come to life further enticing the web user to visit Norman.



The Norman CVB has released a mobile site for Smartphones.



## WEBPAGE VIEW COUNTS



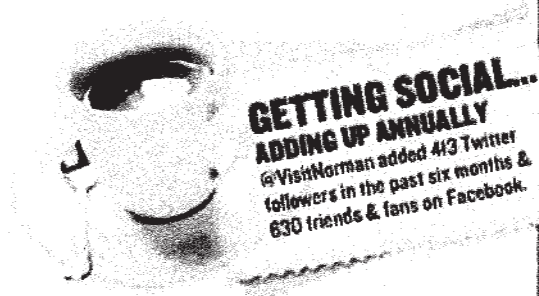
## BY THE NUMBERS:



17,474  
FANS/FRIENDS



1,017  
FOLLOWERS



**GETTING SOCIAL...**  
**ADDING UP ANNUALLY**  
@VisitNorman added 413 Twitter followers in the past six months & 630 friends & fans on Facebook.



# DEVELOPMENT

Recognizing that responsible marketing includes product development, the Norman Convention and Visitors Bureau has engaged in dialogue to improve or enhance several areas within the community.



Throughout the fiscal year 2011, NCVB staff:

- Worked with the Norman Downtowners on three beautification projects
- Worked on the animation of Downtown Norman through lighting
- Discussed four action steps to address parking issues for Campus Corner and downtown
- Sponsored a Sister City signing ceremony
- Applied for tourist directional signage through the Oklahoma Department of Transportation
- Provided testimony to the Oklahoma Legislature for passenger railway expansion

The CVB staff also assisted with various proposed attractions to attract visitors to Norman including:

- The National Weather Museum
- New cross-country course through Norman Parks & Recreation
- A competitive swim facility
- Norman Economic Development Coalition projects

## **NORMAN NAMED TOURISM COMMUNITY OF THE YEAR**

The award is generated through the Norman Convention & Visitors Bureau application through the Frontier Country Marketing Association.



# LEADERSHIP

## **2012 BOARD OF DIRECTORS, NORMAN CVB**

- JOE SPARKS, board chair, Legends Restaurant (restaurant industry)
- KRIS GLENN, vice chair, Tyler Outdoor Media (at large)
- WILLIAM MURRAY, treasurer, Montford Inn (hotel industry)
- SUZANNE MCAULEY, secretary, First American Bank (Norman Chamber of Commerce representative)
- SHERRI BROWN, Republic Bank (Norman Arts Council)
- DR. ROGER BROWN, Norman Public Schools
- RANDY LAFFOON, Sports Talk 1400 (mayoral appointment)
- JAY POTTER, Hampton Inn (hotel industry)
- JUNA STOVALL, University of Oklahoma College of Continuing Education (mayoral appointment)
- CHARLE TAYLOR, University of Oklahoma Athletic Department (university representative)
- MICHAEL VANCE, Embassy Suites (at large)
- PAIGE WILLIAMS, Chickasaw Nation (at large)

## **EX-OFFICIO BOARD MEMBERS**

- BRENDA HALL, City of Norman (city manager appointee)
- DAN QUINN, Norman City Council (mayoral appointee)
- DON WOOD, Norman Economic Development Coalition
- JOHN WOODS, Norman Chamber of Commerce

## **EXECUTIVE DIRECTOR**

Stephen Koranda  
2424 Springer Drive, Suite 107  
Norman, OK 73069  
405.366.8095  
Stephen@VisitNorman.com



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: FP-1112-10**

**File ID:** FP-1112-10

**Type:** Final Plat

**Status:** Consent Item

**Version:** 1

**Reference:** Item No. 10

**In Control:** City Council

**Department:** Public Works  
Department

**Cost:**

**File Created:** 11/10/2011

**File Name:** Falls at Brookhaven Final Plat

**Final Action:**

**Title:** CONSIDERATION OF A FINAL PLAT FOR THE FALLS AT BROOKHAVEN ADDITION, ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN, AND DEFERRAL OF STREET AND SIDEWALK IMPROVEMENTS FOR WEST ROCK CREEK ROAD. (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 36TH AVENUE N.W. AND WEST ROCK CREEK ROAD)

ACTION NEEDED: Motion to approve or reject the final plat for The Falls at Brookhaven Addition and deferral of street and sidewalk improvements for West Rock Creek Road; and, if approved, accept the public dedications contained within the plat; authorize the Mayor to sign the final plat, subdivision bonds, and maintenance bonds subject to receipt of a Certificate of Deposit in the amount of \$81,640 for deferral of street and sidewalk improvements for West Rock Creek Road within 10 days after approval, receipt of a fee in the amount of \$3,231.25 in lieu of park land dedication requirements, and the City Development Committee's acceptance of all required public improvements; and direct the filing of the final plat.

ACTION TAKEN: \_\_\_\_\_ -

**Notes:** December 20, City Council Meeting

**Agenda Date:** 12/20/2011

**Agenda Number:** 10

**Attachments:** Falls at Brookhaven Location Map, Falls at Brookhaven Final Plat, Falls at Brookhaven Staff Rpt Final Plat, Falls at Brookhaven Deferral, Falls at Brookhaven Site Plan, Brookhaven Rev Prelim Plat, 12-8-11 PC Minutes - Falls at Brookhaven

**Project Manager:** Ken Danner, Development Manager

**Entered by:** rone.tromble@normanok.gov

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Commission	12/08/2011					

**Text of Legislative File FP-1112-10**

Body

**BACKGROUND:** This item is a final plat for The Falls at Brookhaven Addition and is generally located 625-feet west of 36th Avenue N.W. on the south side of West Rock Creek Road. City Council, at its meeting of April 13, 1984, adopted Ordinance No. O-8384-90 placing this property in RM-6, Medium Density Apartment District zoning classification. City Council, at its meeting of November 22, 2011, approved the revised preliminary plat for Brookhaven No. 41 Addition. The Falls at Brookhaven Addition consists of one (1) lot and 7.8 acres. The developer proposes to construct an apartment complex on this parcel with 164 units with associated parking.

Planning Commission, at its meeting of December 8, 2011, approved the final plat for The Falls at Brookhaven Addition.

**DISCUSSION:** Construction plans have been reviewed for the required public improvements for this property. These improvements consist of paving, sidewalks, sanitary sewer, water mains with fire hydrants, and drainage, including off plat drainage.

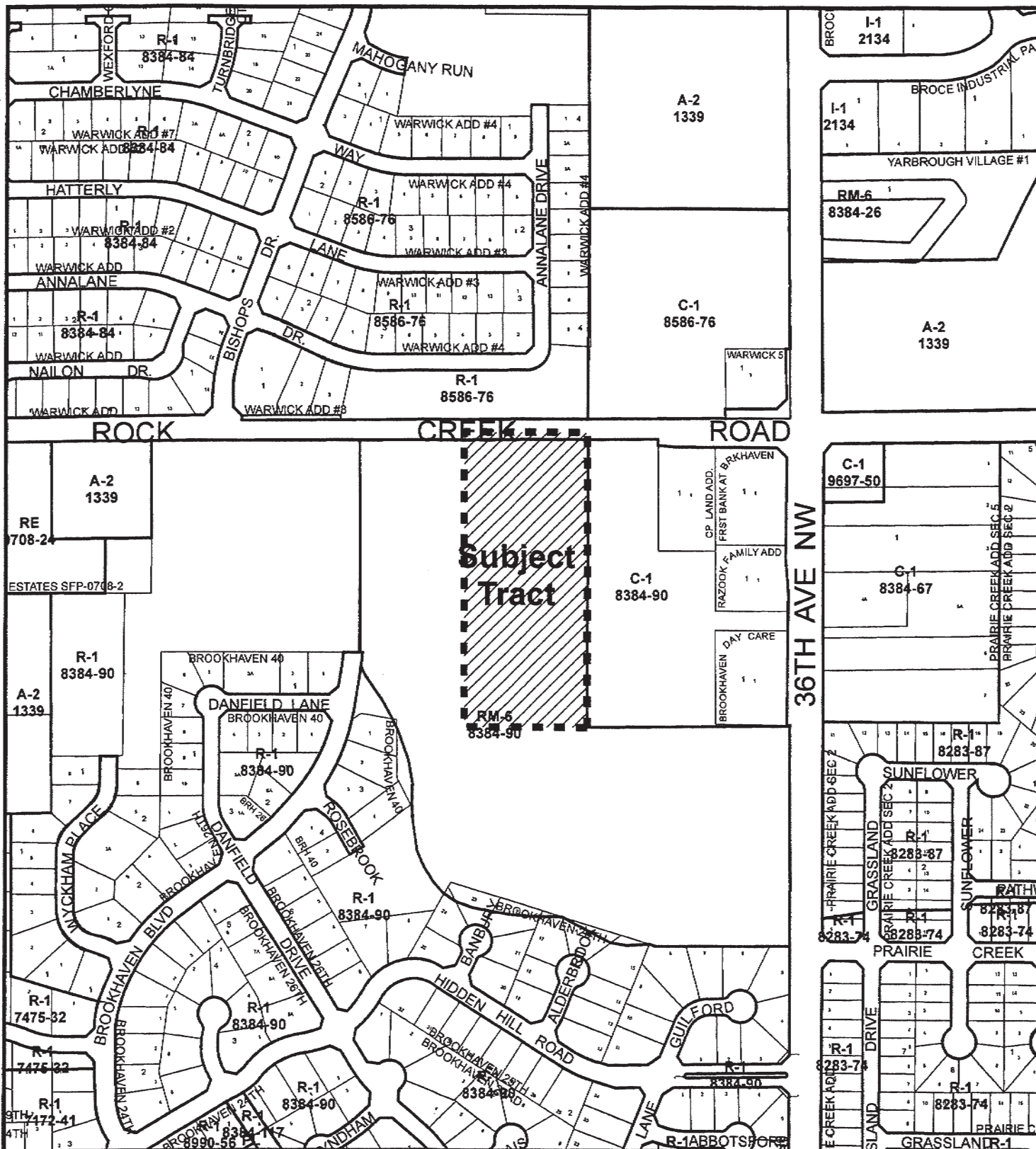
Approximately 375-feet of West Rock Creek Road will be required to be constructed to City standards as a half width arterial street. Section 19-602 B 1.2. (a),(b),(c), and (d) of the City Code establishes a method of deferring public street improvements under the following situations: (a) where incompatible grades exist; (b) where there are inadequate or a lack of connecting facilities; (c) where construction of the improvement would not immediately function for its intended use; or (d) where such improvement would be replaced by a planned future project. The developer is required to post a certificate of deposit with the City in a special account to be used with a future paving project or at such time as development occurs adjacent to the property. Staff has observed over the years that gap paving or "piecemeal" paving has been a detriment to arterial streets. There have been times over the years paving improvements have been constructed and then replaced because they did not fit in the overall design of the arterial street. Because of this short length of pavement, staff is recommending deferral until future development occurs.

A portion of the parkland requirements have been met for this property as part of the Brookhaven Park located to the south adjacent to Brookhaven Boulevard. A fee in the amount of \$3,231.25 has been determined by staff for the remainder of the requirements for parkland. This fee will be used for further improvements at Brookhaven Park.

**STAFF RECOMMENDATIONS:** The final plat is consistent with the revised preliminary

plat. Based on the above information, staff recommends acceptance of the public dedications, approval of the final plat and filing of the final plat subject to completion of public improvements. The City Development Committee will ensure completion of all required public improvements or bonds and will recommend that the Mayor sign the final plat and bonds and receipt of a Certificate of Deposit in the amount of \$81,640 for deferral of paving, drainage, and sidewalks and receipt of \$3,231.25 for fee in lieu of parkland.





# Location Map



Map Produced by the City of Norman  
Geographic Information System.  
(405) 366-5316  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



November 8, 2011

0 200 400 Ft.



Subject Tract



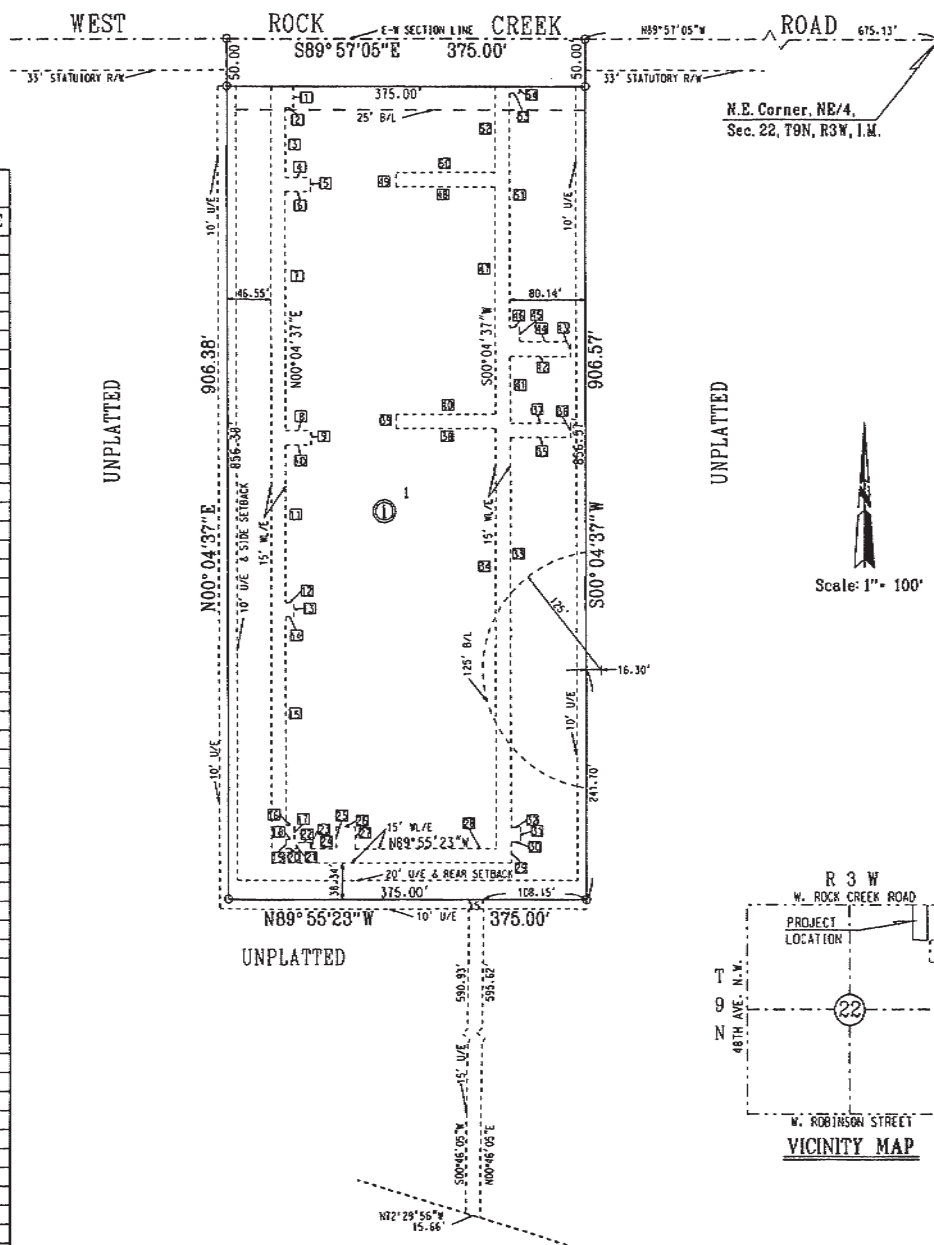
Zoning



# FINAL PLAT THE FALLS AT BROOKHAVEN ADDITION

A PART OF THE NE/4, SEC. 22, T9N-R3W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

NO.	BEARING	DISTANCE
1	S00°04'37"W	22.81'
2	S90°00'00"W	8.45'
3	S00°04'37"W	13.63'
4	N90°00'00"E	26.12'
5	S00°00'00"W	15.00'
6	S90°00'00"W	26.14'
7	S00°04'37"W	251.42'
8	S89°55'23"E	26.43'
9	S00°04'37"W	15.00'
10	N89°55'23"W	26.43'
11	S00°04'37"W	166.01'
12	N90°00'00"E	8.45'
13	S00°04'37"W	15.00'
14	S90°00'00"W	8.45'
15	S00°04'37"W	219.17'
16	N90°00'00"E	8.53'
17	S00°04'37"W	15.00'
18	S90°00'00"W	8.53'
19	S00°04'37"W	10.04'
20	S89°55'23"E	10.58'
21	N00°04'37"E	6.57'
22	S89°55'23"E	15.00'
23	S00°04'37"W	6.57'
24	S89°55'23"E	26.24'
25	N00°04'37"E	23.31'
26	N90°00'00"E	19.50'
27	S00°04'37"W	23.33'
28	S89°55'23"E	146.99'
29	N00°04'37"E	22.16'
30	N90°00'00"E	10.05'
31	N00°00'00"E	15.00'
32	S90°00'00"W	10.03'
33	N00°04'37"E	410.90'
34	N00°04'37"E	442.33'
35	N90°00'00"E	64.07'
36	N00°04'37"E	15.00'
37	S90°00'00"W	64.07'
38	N89°55'23"W	102.83'
39	N00°04'37"E	15.00'
40	S89°55'23"E	102.83'
41	N00°04'37"E	69.83'
42	N90°00'00"E	64.13'
43	N00°04'37"E	15.86'
44	S90°00'00"W	53.70'
45	N00°04'37"E	15.00'
46	S90°00'00"W	10.43'
47	N00°04'37"E	239.31'
48	N89°55'23"W	102.21'
49	N00°04'37"E	15.00'
50	S89°55'23"E	102.21'
51	N00°04'37"E	246.94'
52	N00°04'37"E	91.50'
53	N90°00'00"E	10.43'
54	N00°04'37"E	7.50'



BROOKHAVEN NO. 25 ADDITION

## LEGAL DESCRIPTION:

A tract of land located in the Northeast Quarter (NE/4) of Section Twenty Two (22), Township Nine (9) North, Range Three (3) West, of the Indian Meridian, Norman, Cleveland County, Oklahoma, described as follows:

Commencing at the Northeast Corner of said NE/4:  
Thence N89°57'05"W on the North Line of said NE/4 for a distance of 675.13 feet to the POINT OF BEGINNING;  
Thence S00°04'37"W for a distance of 906.57 feet;  
Thence N89°55'23"W for a distance of 375.00 feet;  
Thence N00°04'37"E for a distance of 906.38 feet to a point on said North Line;  
Thence S89°57'05"E on said North Line for a distance of 560.00 feet to the POINT OF BEGINNING, containing 7.8037 acres, more or less.

## BENCH MARK:

Brass Cap in top of .....  
ELEV. - XXXX.XX

○ Denotes 3/8" Iron Pin

---

FINAL PLAT

ITEM NO. 4

---

**STAFF REPORT**

**ITEM:** Consideration of a Final Plat for THE FALLS AT BROOKHAVEN ADDITION.

**LOCATION:** Generally located 625-feet west of 36<sup>th</sup> Avenue N.W. on the south side of West Rock Creek Road.

**INFORMATION:**

1. Owners. The Falls at Brookhaven, L.L.C.
2. Developer. The Falls at Brookhaven, L.L.C.
3. Engineer. Clour Planning and Engineering Services

**HISTORY:**

1. March 8, 1984. Planning Commission, on a vote 8-0, recommended to City Council that this property be placed in RM-6 and removed from A-2 zoning classification.
2. March 8, 1984. Planning Commission approved the preliminary plat for Brookhaven 22<sup>nd</sup> Addition.
3. April 3, 1984. City Council adopted Ordinance No. O-8384-90 placing this property in RM-6 and removing it from A-2 zoning classification.
4. July 14, 1988. Planning Commission, on a vote of 7-0, approved the revised preliminary plat for Brookhaven 22<sup>nd</sup> Addition.
5. May 13, 1993. Planning Commission, on a vote of 9-0, approved the revised preliminary plat for Brookhaven No. 26 Addition.
6. June 13, 2002. Planning Commission, on a vote of 7-0, recommended to City Council that the preliminary plat for Brookhaven No. 38 Addition be approved.

**HISTORY (con't):**

7. August 13, 2002. City Council approved the preliminary plat for Brookhaven No. 38 Addition.
8. August 13, 2007. The preliminary plat approval for Brookhaven No. 38 Addition became null and void.
9. January 10, 2008. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Brookhaven No. 41 Addition be approved.
10. February 26, 2008. City Council approved the preliminary plat for Brookhaven No. 41 Addition.
11. November 10, 2011. Planning Commission on a vote of 8-0, recommended to City Council that the revised preliminary plat for Brookhaven No. 41 be approved.
12. November 22, 2011. City Council approved the revised preliminary plat for Brookhaven No. 41 Addition.

**IMPROVEMENT PROGRAM:**

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to City acceptance of street improvements.
3. Sanitary Sewers. A sanitary sewer main will be installed in accordance with approved plans and City and State Department of Environmental Quality standards.
4. Sidewalks. A five foot (5') width sidewalk will be constructed adjacent to Rock Creek Road. However, staff recommends deferral of the improvements at this time.
5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Storm water will be conveyed to underground pipe connecting to an existing underground pipe west of 36<sup>th</sup> Avenue N.W. The storm water will then be conveyed to Brookhaven Creek located east of 36<sup>th</sup> Avenue N.W.
6. Streets. Rock Creek Road will be constructed as an arterial street. The developer will be responsible for two (2) east bound lanes. Staff is recommending deferral of street improvements.

7. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards to provide fire protection. There is an existing twelve-inch (12") water main adjacent to Rock Creek Road.

**PUBLIC DEDICATIONS:**

1. Easements. All required easements are dedicated to the City on the final plat. An off plat drainage easement will be submitted for any off plat drainage.
2. Rights-of-Way. Street right-of-way will be dedicated as part of the dedication of the final plat.
3. Park Land Dedication. Park land requirements have been partially met for this property. A fee in lieu of park land dedication will be required to fulfill the remainder.

**SUPPLEMENTAL MATERIAL:** Copies of a location map, preliminary plat, final plat, and site plan are included in the Agenda Book.

**STAFF COMMENTS AND RECOMMENDATION:** The owner proposes to develop an apartment complex. Staff recommends approval of the final plat for The Falls at Brookhaven Addition.

**ACTION NEEDED:** Approve or disapprove the Final Plat for The Falls at Brookhaven Addition.

**ACTION TAKEN:** \_\_\_\_\_



# office memorandum

**Date:** November 30, 2011  
**To:** Jim Gasaway, Chairman Planning Commission  
**From:** Shawn O'Leary, Director of Public Works  
**Subject:** Request to Defer Street and Sidewalk Improvements  
The Falls at Brookhaven Addition

The Falls at Brookhaven Addition is located on the south side of Rock Creek Road approximately 625 feet east of 36<sup>th</sup> Avenue N.W. As part of the required improvements, the developer would construct street improvements and sidewalks in connection with Rock Creek Road.

It is recommended that the construction of these improvements be deferred under the provisions of Section 19-602B1,2(b)(c)(d) of the City Code. My recommendation for deferral is based on the fact these improvements would not immediately function due to the lack of connecting facilities and these improvements would more than likely be replaced by a future project.

If you need additional information, please advise.

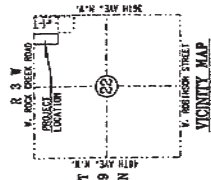
KID/pj

cc: Steve Lewis, City Manager  
Susan Connors, Director of Planning and Community Development  
Angelo Lombardo, Traffic Engineer

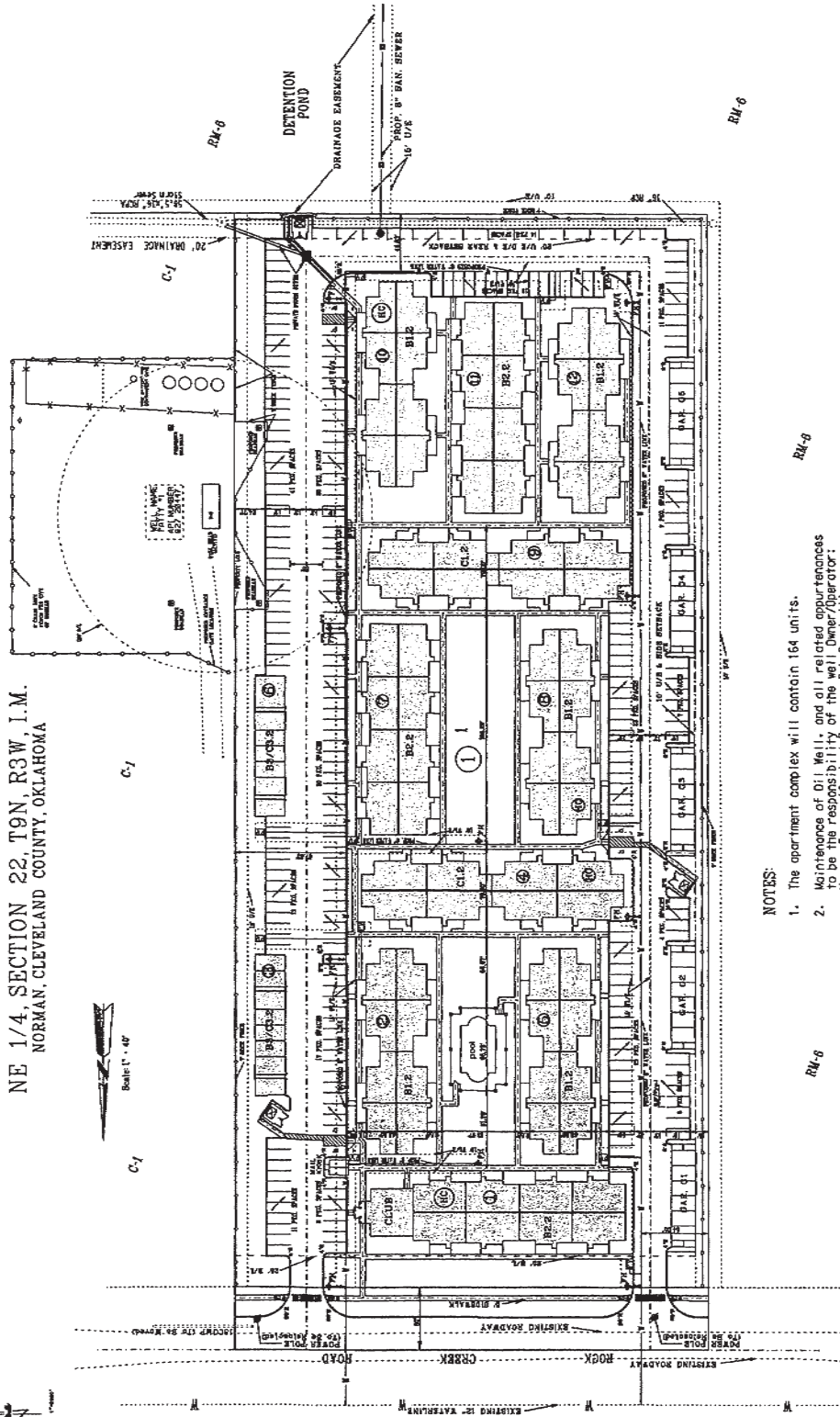
# THE FALLS AT BROOKHAVEN ADDITION

## SITE PLAN

NE 1/4, SECTION 22, T9N, R3W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA



Scale 1" = 40'



1. The apartment complex will contain 164 units.
2. Maintenance of Oil Well, and all related appurtenances to be the responsibility of the well Owner/Operator: Magnum Energy (Contact Person - Bob Campbell).

FH - Denotes Proposed Fire Hydrant  
FV - Denotes Proposed Fire Vault

**CPKS**  
Civil Planning & Engineering Services  
PLANNING  
THE FALLS AT BROOKHAVEN ADDITION  
SITE PLAN  
Sheet 2 of 2  
P-014





**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**DECEMBER 8, 2011**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8<sup>th</sup> day of December 2011. Notice and agenda of the meeting were posted at the Norman Municipal Building twenty-four hours prior to the beginning of the meeting.

Chairman Jim Gasaway called the meeting to order at 6:30 p.m.

Item No. 1, being:

**ROLL CALL**

**MEMBERS PRESENT**

Diana Hartley  
Tom Knotts  
Chris Lewis  
Curtis McCarty  
Roberta Pailles  
Andy Sherrer  
Zev Trachtenberg  
Jim Gasaway

**MEMBERS ABSENT**

Cynthia Gordon

A quorum was present.

**STAFF MEMBERS PRESENT**

Susan Connors, Director, Planning &  
Community Development  
Doug Kosciński, Manager, Current Planning  
Division  
Ken Danner, Subdivision Development  
Manager  
Roné Tromble, Recording Secretary  
Jane Hudson, Planner II  
Kathryn Walker, Asst. City Attorney  
Larry Knapp, GIS Analyst

\* \* \*

Item No. 2, being:

**CONSENT DOCKET**

Chairman Gasaway announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 3, being:

**APPROVAL OF THE NOVEMBER 10, 2011 REGULAR SESSION MINUTES AND NOVEMBER 10, 2011 STUDY SESSION MINUTES**

Item No. 4, being:

**FP-1112-10 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY THE FALLS AT BROOKHAVEN, L.L.C. (CLOUR PLANNING & ENGINEERING SERVICES) FOR THE FALLS AT BROOKHAVEN ADDITION, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 36<sup>TH</sup> AVENUE N.W. AND ROCK CREEK ROAD.**

Item No. 5, being:

**FP-1112-11 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY THE UNIVERSITY OF OKLAHOMA FOUNDATION, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR UNIVERSITY NORTH PARK CORPORATE CENTER ADDITION SECTION TWO, A PLANNED UNIT DEVELOPMENT, GENERALLY LOCATED ON THE EAST SIDE OF 24<sup>TH</sup> AVENUE N.W. APPROXIMATELY ½ MILE SOUTH OF TECUMSEH ROAD.**

Item No. 6, being:

**FP-1112-12 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY UTC AREA SIX, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR UNIVERSITY NORTH PARK SECTION V, A PLANNED UNIT DEVELOPMENT, A REPLAT OF LOT 2, BLOCK 2, FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 24<sup>TH</sup> AVENUE N.W. AND NORTH OF MOUNT WILLIAMS DRIVE.**

Item No. 7, being:

**PP-1112-5 – CONSIDERATION OF A REVISED PRELIMINARY PLAT SUBMITTED BY CARRINGTON PLACE, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR CARRINGTON PLACE ADDITION, GENERALLY LOCATED SOUTH OF FRANKLIN ROAD BETWEEN 36<sup>TH</sup> AVENUE N.W. AND 48<sup>TH</sup> AVENUE N.W.**

Item No. 8, being:

**COS-1112-3 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY LOHMAN INVESTMENTS, L.L.C. (POLLARD & WHITED SURVEYING, INC.) FOR LOHMAN LANDING, GENERALLY LOCATED IN APPROXIMATELY THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 9 NORTH, RANGE 3 WEST.**

\*

Chairman Gasaway asked if any member of the Planning Commission wished to remove any item from the Consent Docket. There being none, he asked if anyone in the audience wished to remove any item from the Consent Docket. There being none, he turned to the Planning Commission for discussion.

*Chris Lewis moved to place approval of Item Nos. 3 through 8 on the Consent Docket and approve by one unanimous vote. Diana Hartley seconded the motion.*

There being no further discussion, a vote on the motion was taken with the following result:

YEAS

NAYES

ABSENT

Diana Hartley, Tom Knotts, Chris Lewis, Curtis McCarty,  
Robertta Pailes, Andy Sherrer, Zev Trachtenberg, Jim  
Gasaway

None

Cynthia Gordon

Recording Secretary Roné Tromble announced that the motion, to place approval of Item Nos. 3 through 8 on the Consent Docket and approve by one unanimous vote, passed by a vote of 8-0.

\* \* \*

Item No. 4, being:

**FP-1112-10 – CONSIDERATION OF A FINAL PLAT SUBMITTED BY THE FALLS AT BROOKHAVEN, L.L.C. (CLOUR PLANNING & ENGINEERING SERVICES) FOR THE FALLS AT BROOKHAVEN ADDITION, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 36<sup>TH</sup> AVENUE N.W. AND ROCK CREEK ROAD.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Final Plat
3. Staff Report
4. Memo on Deferral of Improvements
5. Site Plan
6. Revised Preliminary Plat

The Final Plat for THE FALLS AT BROOKHAVEN ADDITION was approved on the Consent Docket by a vote of 8-0.

\* \* \*



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

File Number: K-1011-153 CHG #1

File ID: K-1011-153 CHG #1	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 11	In Control: City Council
Department: Public Works Department	Cost: \$9,745.00	File Created: 12/07/2011
File Name: Final Change Order Classen/Imhoff	Final Action:	

Title: CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-153 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL CONTRACTING SERVICES, INC., INCREASING THE CONTRACT AMOUNT BY \$9,745 FOR THE HIGHWAY 77 (CLASSEN) AND IMHOFF ROAD WATER LINE RELOCATION PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

ACTION NEEDED: Motion to approve or reject Change Order No. One to Contract No. K-1011-153 with Central Contracting Services, Inc., increasing the contract amount by \$9,745; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount of \$9,745 to Central Contracting Services, Inc.

ACTION TAKEN: \_\_\_\_\_

Notes: December 20, 2011, City Council Agenda

Agenda Date: 12/20/2011

Agenda Number: 11

Attachments: Change order #1 K-101-153, Requisition-Classen  
Imhoff

Project Manager: John Clink, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File K-1011-153 CHG #1

Body

**BACKGROUND:** An evaluation of traffic control needs, conducted by the City Traffic Engineer, revealed that traffic volumes and the collision history at the intersection of US-77



(Classen Boulevard) and Imhoff Road have reached levels that justify improvements. The improvements include installation of a new traffic signal, a signal interconnect along Classen Boulevard from Highway 9 to Lindsey Street and the addition of a fifth lane which will be used as a continuous left turn lane from the median at Highway 9 to Constitution Street. The City of Norman and owners of undeveloped properties in the area agreed to fund the local portion of the project based on their corresponding proportion of the traffic. The City of Norman will pay 81.04% of the local project costs and the developers will fund the remaining portion.

On August 28, 2007, the Norman City Council approved a programming resolution requesting federal funds for this project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project. In a letter dated May 2, 2008, the Oklahoma Department of Transportation (ODOT) agreed to provide 80% of the construction cost for this project. On August 12, 2008, Council approved Contract No. K-0809-44 with the Benham Companies, LLC, (now known as SAIC Energy, Environment & Infrastructure) a local consulting engineering firm, for the design of the US-77 (Classen Boulevard) and Imhoff Road Project. The amount of that contract was \$105,000. On October 27, 2009, Council approved Amendment No. 1 for \$26,865 and on July 12, 2011, Council approved Amendment No. 2 for \$3,060. The current engineering contract amount is \$134,925. On June 14, 2011, Council approved Contract No. K-1011-153 with Central Contracting Services, Inc., to relocate the water line along Classen Boulevard and Imhoff for \$187,877.

**DISCUSSION:** This water line project was under construction during the summer months when the City of Norman enacted water restrictions. When the City enacted water restrictions, the contractor was unable to construct the water line in the manner the project was bid. Since the contractor could not flush and disinfect the new line, the contractor installed as much of the water line as possible without tying the new line in to the old system. The contractor pulled off the site after completing all work that did not require additional water usage. When the City eased the water restrictions, the contractor returned to the job site, completed the work on the water line, and put it into service. The delay caused by the water restriction required the contractor to remobilize to the site and perform additional work. The cost associated with the change order is \$9,745, revising the contract amount to \$197,622. Funds for this portion of work have been appropriated and are available in the Capital Fund, US-77 (Classen Boulevard) and Imhoff Road Intersection Improvement Project, Utilities (Account No. 050-9079-431.67-01) Project Number TR0239.

**RECOMMENDATION NO. 1:** Staff recommends that Change Order No. 1 increasing Contract No. K-1011-153 by \$9,745 be approved.

**RECOMMENDATION NO. 2:** Staff further recommends final acceptance of the US-77 (Classen Boulevard) and Imhoff Road Water Line Relocation Project, Contract No. K-1011-153 and final payment in the amount of \$9,745.

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: December 5, 2011

CONTRACT NO.: K-1011-153

SUBMITTED BY: John Clink

PROJECT: Classen Blvd. and Imhoff Rd Waterline Relocation

CONTRACTOR : Central Contracting.  
17301 South Sunnyslane  
Norman, OK 73071

Original Completion Date September 19, 2011

Previous Completion Date N/A ORIGINAL CONTRACT AMOUNT \$ 187,877.00

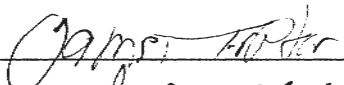
(Increase) this change order 53 Calendar days

New Completion Date N/A PRESENT CONTRACT AMOUNT \$ 187,877.00

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	\$11,785.00	\$21,530.00

NET CHANGE \$ 9,745.00

REVISED CONTRACT AMOUNT \$ 197,622.00

CONTRACTOR: 


DATE: 12/6/2011

ARCH./ENGINEER: 

DATE: 12/6/2011

CITY ATTORNEY: 

DATE: 12/9/11

ACCEPTED BY: 

DATE: \_\_\_\_\_

(Mayor)

CHANGE ORDER DETAIL  
CHANGE ORDER NO. 1  
City of Norman  
Cleveland Co., Oklahoma

Project Name Classen Blvd. and Imhoff Rd Waterline Relocation

Design Engineer SAIC Energy, Environment & Infrastructure, LLC  
Address/Phone: 9400 N. Broadway, Suite 300.  
Oklahoma City, Oklahoma 73114  
405-478-5353

Project Account Number's 050-9079-431.67-01

Contract No. K-1011-153

A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.

H. All change orders shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection H of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

## DETAILED COST ITEMIZATION

CHANGE ORDER NO. 1 (Continued)PROJECT NAME Classen Blvd. and Imhoff Rd Waterline Relocation

Item No.	Description	Decrease	Increase
6	16" PVC, AWWA C905 140 LF @ \$52/LF		\$7,280.00
9	ODOT Type "A" Aggregate 330 CY @ \$32/CY	\$10,560.00	
12	¾" Service Line 55 LF @ \$20/LF		\$1,100.00
17	Compact Fittings 900 LB @ \$3.50/LB		\$3,150.00
21	Slab Sodding 350 SY @ \$3.50/SY	\$1,225.00	
	<b>NEW ITEMS OF WORK</b>		
22	Remobilization 1 EA @ \$5,000 EA		\$ 5,000.00
23	Water Line Tie In Extra Work 2 EA @ \$2,500 EA		\$ 5,000.00
	Sub Total	\$11,785.00	\$21,530.00
	Total Increase		\$9,745.00

PURCHASE REQUISITION NBR: 000194917

STATUS: DIVISION APPROVAL  
PERSON: WATER LINE CONTRACT K-1011-153

DATE: 12/07/11

SHIP TO LOCATION: PUB WKS- ENGINEERING  
SUGGESTED VENDOR: 2402 CENTRAL CONTRACTING SERVICES

DELIVER BY DATE: 12/07/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	CONTRACT K-1011-153 COMMODITY: CONSTRUCTION SERVICES, HE SUBCOMMOD: CONSTRUCTION, UTILITY/UND	9745.00	EA	1.0000	9745.00	
---	-----------------------------------------------------------------------------------------------------	---------	----	--------	---------	--

REQUISITION TOTAL 9745.00

ACCOUNT INFORMATION

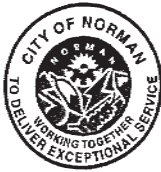
LINE #	ACCOUNT	PROJECT	AMOUNT
1	05090794316701 Capital Projects Utilities	TP0219 US 77 Imhoff	9745.00 9745.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON COUNCIL APPROVAL ON 12/20/2011





# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: K-1011-169 CHG #1**

<b>File ID:</b> K-1011-169 CHG #1	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 12	<b>In Control:</b> City Council
<b>Department:</b> Public Works Department	<b>Cost:</b>	<b>File Created:</b> 12/07/2011
<b>File Name:</b> Change & Final K-1011-169 North Porter Water Line		<b>Final Action:</b>
<p><b>Title:</b> <u>CHANGE ORDER NO. ONE CONTRACT NO. K-1011-169: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL CONTRACTING SERVICES, INC., DECREASING THE CONTRACT AMOUNT BY \$3,971.50 FOR THE NORTH PORTER AVENUE WATER LINE RELOCATION PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.</u></p> <p><b>ACTION NEEDED:</b> Motion to approve or reject Change Order No. One with Central Contracting Services, Inc., decreasing the contract amount by \$3,971.50; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount of \$152,130.50 to Central Contracting Services, Inc.</p> <p><b>ACTION TAKEN:</b> _____</p>		

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 12

**Attachments:** Change Order #1 K-1011-169, Porter Location Map, Requisition

**Project Manager:** Scott Sturtz, Capital Projects Engineer

**Entered by:** pam.jones@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File K-1011-169 CHG #1

Body

**BACKGROUND:** Development along Porter Avenue between Rock Creek Road and Tecumseh Road is nearly complete. As a result of the development, portions of the street

have been widened on one or both sides of the street. This has left gaps where the roadway has less than four lanes of traffic. The Porter Avenue gap project from Woodcrest Drive to Tecumseh Road involves the construction of additional lanes to complete the roadway to four lanes eliminating the gaps and provide sidewalks along both sides of the road.

On July 28, 2009 Council approved Contract No. K-0910-35 with Apposite Engineering, LLC for the design of the roadway construction. On January 26, 2010 Council approved Amendment No. 1 for design services for additional survey and roadway borings, and to redesign sections of the curb that did not meet City of Norman standards. On February 8, 2011 Council approved Amendment No. 2 to complete acquisition instruments for permanent and temporary right of way and easements, additional drainage design and waterline relocation design. The total cost of engineering services provided by Apposite Engineering is \$204,073.

On June 14, 2011, Council approved Contact No. K-1011-169 with Central Contracting Services, Inc., to relocate the water line along Porter Avenue for \$156,102.

**DISCUSSION:** This water line project was under construction during the summer months when the City of Norman enacted water restrictions preventing the contractor from flushing and disinfecting the lines to complete the construction. The contractor pulled off the site after completing all work that did not require additional water usage. When the City eased the water restrictions the contractor was directed to complete the work on the water line and put it into service. The delay caused by the water restriction required the contractor to remobilize to the site. In addition, the line item quantities were revised to correctly account for the items required for the construction of the water line. The cost decrease associated with this change order is \$3,971.50.

**RECOMMENDATION No. 1:** Staff recommends that Change Order No. 1 decreasing Contract No. K-1011-169 by \$3,971.50 be approved.

**RECOMMENDATION No. 2:** Staff further recommends final acceptance of the North Porter Avenue Waterline Relocation Project Contract No. K-1011-169, and final payment in the amount of \$152,130.50.

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: December 5, 2011

CONTRACT NO.: K-1011-169

SUBMITTED BY: Scott Sturtz

PROJECT: North Porter Avenue Waterline Relocation Project

CONTRACTOR : Central Contracting.  
17301 South Sunnyslane  
Norman, OK 73071

Original Completion Date August 1, 2011

Previous Completion Date N/A ORIGINAL CONTRACT AMOUNT \$ 156,102.00

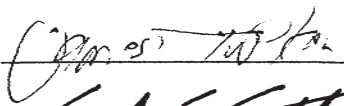
(Increase) this change order 61 Calendar days

New Completion Date October 1, 2011 PRESENT CONTRACT AMOUNT \$ 156,102.00

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	\$9,271.50	\$5,300.00

NET CHANGE \$3,971.50

REVISED CONTRACT AMOUNT \$152,130.50

CONTRACTOR: 

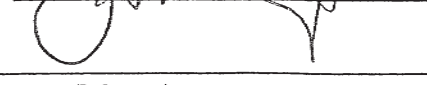
DATE: 12/6/11

ARCH./ENGINEER: 

DATE: 12/6/11

CITY ATTORNEY: 

DATE: 12/9/11

ACCEPTED BY: 

DATE: \_\_\_\_\_

(Mayor)

CHANGE ORDER DETAIL  
CHANGE ORDER NO. 1  
City of Norman  
Cleveland Co., Oklahoma

Project Name North Porter Avenue Waterline Relocation Project

Design Engineer Apposite Engineering, LLC

Address/Phone: 14220 Mt. Vernon PL.  
Edmond, Oklahoma 73013  
405-478-9400

Project Account Number's 078-9366-431.67-01

Contract No. K-1011-169

A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.

H. All change orders shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection H of this section.

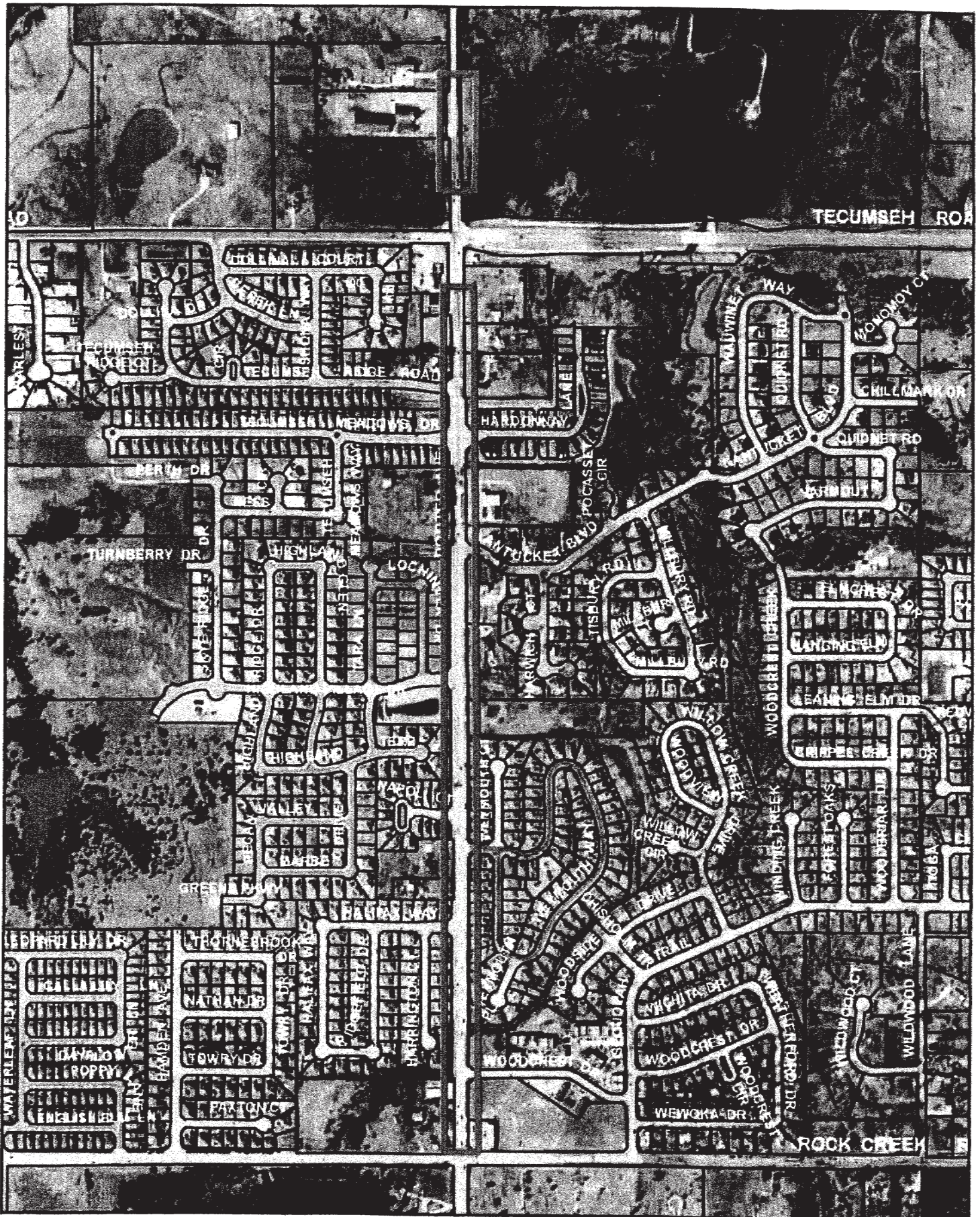
J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

## DETAILED COST ITEMIZATION

CHANGE ORDER NO. 1 (Continued)PROJECT NAME North Porter Avenue Waterline Relocation Project

Item No.	Description	Decrease	Increase
9	8" Gate Valve w/ box 1 EA @ \$1,500 Ea		\$1,500.00
12	Fittings 2 LB @ \$3.50	\$7.00	
13	Megalug Joint Restraint 2,647 LB @ \$3.50/LF	\$9,264.50	
17	Saw cut Remove Asphalt 16 SY @ \$75 SY		\$1,200.00
21	Saw Cut Remove Conc. Curb 4 LF @ \$25 LF		\$100.00
			2800
	<b>NEW ITEMS OF WORK</b>		
22	Remobilization 1 EA @ \$2,500 EA		\$ 2,500.00
	Sub Total	\$9,271.50	\$5,300.00
	Total Decrease	\$3,971.50	





Map Produced by the  
City of Norman  
GIS Services Division  
The City of Norman assumes no  
responsibility for errors or omissions  
in this information.

# Porter Avenue Project Location Map

Aerial Photography Taken March 2010

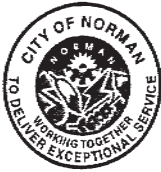
- Project Limits
- Parcel Boundary

Scale 1" = 700'  
January 25, 2011









# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: K-1011-170 #1**

<b>File ID:</b> K-1011-170 #1	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 13	<b>In Control:</b> City Council
<b>Department:</b> Public Works Department	<b>Cost:</b> \$19,979.00	<b>File Created:</b> 12/07/2011
<b>File Name:</b> Final Change Order Robinson/12th Water Line		<b>Final Action:</b>

**Title:** CHANGE ORDER NO. ONE TO CONTRACT NO. K-1011-170 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL CONTRACTING SERVICES, INC., INCREASING THE CONTRACT AMOUNT BY \$19,979 FOR THE ROBINSON STREET AND 12TH AVENUE N.E. WATER LINE RELOCATION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND BUDGET APPROPRIATION.

**ACTION NEEDED:** Motion to approve or reject Change Order No. One to Contract No. K-1011-170 with Central Contracting Services, Inc., increasing the contract amount by \$19,979; and, if approved, authorize the execution thereof; accept the project; direct final payment in the amount of \$417,274 to Central Contracting Services, Inc.; and appropriate \$17,604.71 from the Capital Fund Balance (050-000-253.20) to Project No. TR0238, Robinson Street - 12th N.E., Utilities (050-9079-431.67-01).

**ACTION TAKEN:** \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 13

**Attachments:** Change Order #1 K-1011-170, Robinson-12 Location Map

**Project Manager:** Scott Sturtz, Capital Projects Engineer

**Entered by:** pam.jones@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File K-1011-170 #1

Body

**BACKGROUND:** The purpose of this project is to modify the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound. The project will also rehabilitate the existing four lanes of pavement and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. On April 27, 2010 Council approved Amendment No. 1 for design services for waterline relocation. On May 31, 2011 Council approved Amendment No. 2 to provide modified plans and bidding documents for the waterline relocation. The total cost of engineering services provided by EST, Inc. is \$202,120.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation, for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project. On May 31, 2011, Council approved Contract No. K-1011-170 with Central Contracting Services, Inc., to relocate and upgrade 12" water lines to 16" and relocated the 16" waterline north of Robinson Street and west of 12th Avenue NE along Robinson Street and 12th Avenue NE for \$397,295.

**DISCUSSION:** This water line project was under construction during the summer months when the City of Norman enacted water restrictions. When the City enacted water restrictions, the contractor was unable to construct the new water line in the manner the project was bid. Since the contractor could not flush and disinfect the new line, the contractor installed as much of the water line as possible without tying the new line in to the old system. The contractor pulled off the site after completing all work that did not require additional water usage. When the City eased the water restrictions, the contractor returned to the job site, completed the work on the water line, and put it into service. The delay caused by the water restriction required the contractor to remobilize to the site and perform additional work. The cost associated with the change order is \$19,979 revising the contract amount to \$417,274. The Robinson Street & 12th Avenue NE Intersection Project Utilities (Account No. 050-9079-431.67-01), Project No. TR0238 currently contains only \$2,374.29. An additional \$17,604.71 will need to be transferred from the Capital Fund Balance (Account No. 050-000-253.20) to cover the cost of the contract.

**RECOMMENDATION NO. 1:** Staff recommends that Change Order No. 1 increasing Contract No. K-1011-170 by \$19,979 be approved.

**RECOMMENDATION NO. 2:** Staff further recommends final acceptance of the Robinson

Street and 12th Avenue NE Project Contract No. K-1011-170 and final payment in the amount of \$417,274.

**RECOMMENDATION NO. 3:** Staff further recommends an appropriation of \$17,604.71 from the Capital Fund Balance (Account No. 050-000-253.20) to the Robinson Street & 12th Avenue NE Intersection Project Utilities (Account No. 050-9079-431.67-01), Project No. TR0238.



CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: December 5, 2011

CONTRACT NO.: K-1011-170

SUBMITTED BY: Scott Sturtz

PROJECT: Robinson and 12<sup>th</sup> Ave. NE Waterline Relocation

CONTRACTOR : Central Contracting.  
17301 South Sunnyslane  
Norman, OK 73071

Original Completion Date August 27, 2011

Previous Completion Date N/A ORIGINAL CONTRACT AMOUNT \$ 397,295.00

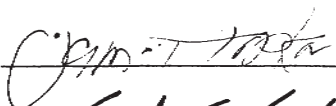
(Increase) this change order 81 Calendar days

New Completion Date November 16, 2011 PRESENT CONTRACT AMOUNT \$ 397,295.00

DESCRIPTION	DECREASE	INCREASE
See Attached "Change Order Detail"	\$20,535.00	\$40,514.00

NET CHANGE \$ 19,979.00

REVISED CONTRACT AMOUNT \$ 417,274.00

CONTRACTOR: 

DATE: 12/6/11

ARCH./ENGINEER: 

DATE: 12/16/11

CITY ATTORNEY: 

DATE: 12/9/11

ACCEPTED BY: 

DATE: \_\_\_\_\_

(Mayor)

CHANGE ORDER DETAIL  
CHANGE ORDER NO. 1  
City of Norman  
Cleveland Co., Oklahoma

Project Name Robinson and 12<sup>th</sup> Ave. NE Waterline Relocation

Design Engineer EST, Inc

Address/Phone: 3201 S. Berry Road  
Norman, Oklahoma 73072  
405-307-8378

Project Account Number's 050-9079-431.67-01

Contract No. K-1011-170

A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.

H. All change orders shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection H of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

## DETAILED COST ITEMIZATION

CHANGE ORDER NO. 1 (Continued)PROJECT NAME Robinson and 12<sup>th</sup> Ave. NE Waterline Relocation

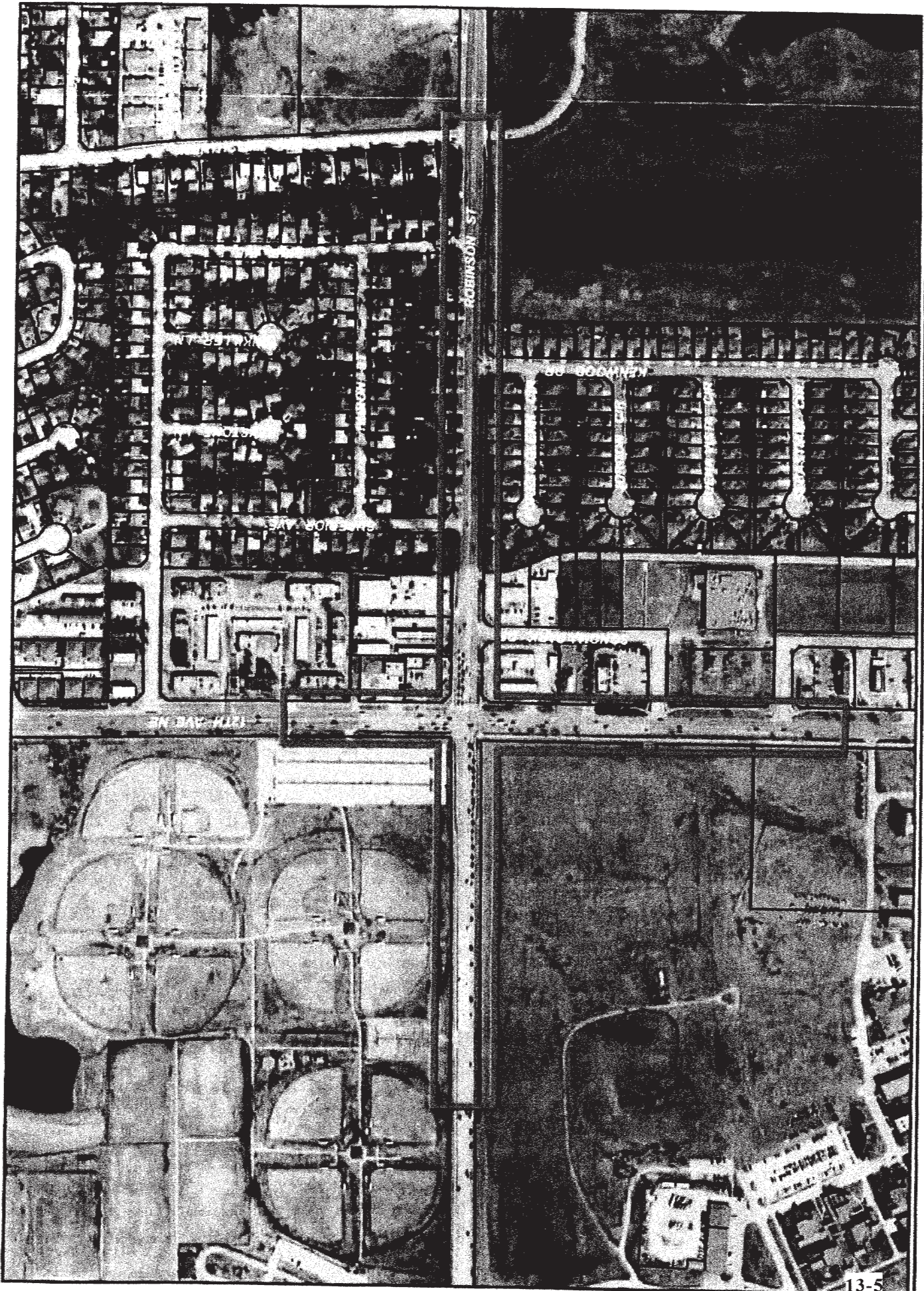
Item No.	Description	Decrease	Increase
1	Temporary Pavement Removal and Repair 14 SY @ \$55/SY	\$770.00	
2	Permanent Pavement Removal and Repair 61 SY @ \$55/SY		\$3,355.00
4	Water Meter 1 EA @ \$300EA		\$300.00
5	6" Cut-In Gate Valve w/ box 2 EA @ \$1,050 EA	\$2,100.00	
7	16" Cut-In Butterfly Valve w/ box 2 EA @ \$3,500 EA	\$7,000.00	
8	8" Gate Valve w/ box 1 EA @ \$850 EA		\$850.00
11	6" PVC, AWWA C900 40 LF @ \$25/LF		\$1,000.00
14	16" PVC, AWWA C905 102 LF @ \$50/LF	\$5,100.00	
15	Fittings 4,224 LB @ \$3.50/LB		\$14,784.00
18	12" Cap 1 EA @ \$225 EA		\$225.00
22	Slab Sodding 330 SY @ \$3/SY	\$990.00	
29	4" Sidewalk 95 SY @ \$45/SY	\$4,275.00	
37	Curb and Gutter Replacement 20 LF @ \$15/LF	\$300.00	
	<b>NEW ITEMS OF WORK</b>		
39	Remobilization 1 EA @ \$5,000 EA		\$ 5,000.00
40	Water Line Tie In Extra Work 6 EA @ \$2,500 EA		\$ 15,000.00
	Sub Total	\$20,535.00	\$40,514.00
	Total Increase		\$19,979.00

Supporting documentation in accordance with section H and I, 2 page two of this form:

Additional cost for Water Line Tie In Extra Work

Material	\$ 225.00
Labor	\$ 900.00
Equipment	\$ 1,125.00
Overhead & Profit	\$ 250.00
Total	\$2,500.00





Scale 1" = 400'  
January 10, 2011

☐ Project Limits  
☐ Parcel Boundary

# 12th Avenue NE & Robinson Street Project Location Map

Aerial Photography Taken March 2010

Map Produced by the  
City of Norman  
GIS Services Division  
The City of Norman assumes no  
responsibility for errors or omissions  
in this map data (2010-001)





# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: K-1112-95**

<b>File ID:</b> K-1112-95	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 14	<b>In Control:</b> City Council
<b>Department:</b> Public Works Department	<b>Cost:</b>	<b>File Created:</b> 12/07/2011
<b>File Name:</b> K-1011-95 ODOT Phase 2 Highway 9 Bik/Ped. Access	<b>Final Action:</b>	

**Title:** CONTRACT NO. K-1112-95: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STPG-114A(297)AG, STATE JOB NO. 28080(05) FOR STATE HIGHWAY 9 TRAFFIC SIGNAL UPGRADE PROJECT FOR BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS (PHASE 2) AND ADOPTION OF RESOLUTION NO. R-1011-88.

**ACTION TAKEN:** Motion to approve or reject Contract No. K-1112-95 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1112-88 and authorize the execution of the contract and resolution.

**ACTION NEEDED:** \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 14

**Attachments:** Contract K-1112-95, Resolution R-1112-88, Location Map

**Project Manager:** Angelo Lombardo, Traffic

**Entered by:** julie.shelton@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File K-1112-95

Body

**BACKGROUND:** The 2005 - Safe, Accountable, Flexible, Efficient Transportation Equity

Act: A Legacy for Users (SAFETEA-LU) allocates approximately \$15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost. Traffic signal upgrades along federal functionally classified roads are eligible for 100% federal funding.

Most of the signalized intersections along State Highway 9 between McGee Drive and 24th Avenue SE lack pedestrian and bicycle facilities. Citizens have routinely asked for the addition of pedestrian signal heads and push buttons, sidewalks, wheelchair ramps, crosswalks and vehicle video detection to be able to safely cross State Highway 9 by foot or on a bicycle.

On July 13, 2010, City Council approved Resolution No. R-1011-5 requesting federal funds to add pedestrian and bicycle facilities at the intersections of State Highway 9 with McGee Drive, Imhoff Road, Berry Road, Chautauqua Avenue, Jenkins Avenue, 12th Avenue SE and 24th Avenue SE (see location map). The project was submitted for consideration and is currently included in the Association of Central Oklahoma Governments' (ACOG) 2011 Regional Transportation Improvement Plan (TIP). The estimated construction cost of \$530,000 is being funded with 100% federal funds as a safety improvement project and design plans developed by City staff in the Public Works Department. When completed, the upgrades will give residents who live south of State Highway 9 the option of walking or biking safely from their neighborhoods to the many points of interest north of the highway.

In order to better coordinate this work with other work planned by ODOT, the City's project was split into two phases. Phase 1, which included the installation of the video detection system, was completed earlier in the summer of 2011 in association with the SH-9 pavement rehabilitation project completed by ODOT. Phase 2, which this project agreement references, includes the remaining components of the original project (e.g., sidewalks, wheel chair ramps, crosswalks, pedestrian push buttons and pedestrian signal heads).

The estimated cost of Phase 2 is \$461,171.55. The project is scheduled to be bid by ODOT officials on February 17, 2012.

**DESCRIPTION:** The Oklahoma Department of Transportation requires the City execute a project agreement and adopt it by resolution before letting Phase 2 of the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. The execution of three original documents is required. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney.

**RECOMMENDATION:** Staff recommends approval of Contract No. K-1112-95 and Resolution No. R-1112-88 for Phase 2 of the Bike and Pedestrian Access Improvement project at seven signalized intersections on State Highway 9.

## PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

### WITNESSETH:

**Whereas**, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

**Whereas**, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**Whereas**, the CITY has been identified as the beneficiary of such a federally funded project; and,

**Whereas**, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

**Whereas**, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

**Whereas**, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

**Whereas**, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent

STPG-114A(297)AG

28080(05)

jurisdiction

**Whereas**, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

**Now therefore**, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STPG-114A(297)AG, State Job Number 28080(05) and which consist of actual improvements as follows:

#### **PEDESTRIAN IMPROVEMENTS**

SH-9 between McGee Dr & 24<sup>th</sup> Ave SE

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the project after

STPG-114A(297)AG

28080(05)

construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.

5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.
6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.
7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the



STPG-114A(297)AG

28080(05)

construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:
  - A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:
    - (1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
    - (2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation

is less than ten (10) years old, and:

- (a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
  - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
- B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.
- C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.

STPG-114A(297)AG

28080(05)

- D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
  - E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.
  - F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.
  - G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.
10. The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:
- A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
  - B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

STPG-114A(297)AG

28080(05)

- C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.
- D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.
- F. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:
  - (1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

STPG-114A(297)AG

28080(05)

- (2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
11. The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."
13. The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.
14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or

STPG-114A(297)AG

28080(05)

omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgements which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of \$530,000.00 the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 100% of the participating project costs (estimated at \$530,000.00). The City agrees that local funds shall be used to provide 0% of the participating project costs (estimated at \$0.00) and 100% of the non-participating project costs (estimated at \$0.00). The CITY's estimated total obligation is \$0.00 (zero and no cents) which shall be deposited with the DEPARTMENT prior to advertising for bids.
16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.



STPG-114A(297)AG

28080(05)

17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.
20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility

STPG-114A(297)AG

28080(05)

relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

STPG-114A(297)AG

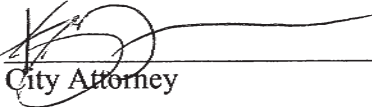
28080(05)

- A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- D. The Secretary determines that such termination is in the best interest of the State

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and  
the DEPARTMENT on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM  
AND LEGALITY

  
\_\_\_\_\_  
City Attorney

CITY OF NORMAN

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government  
Division Manager

\_\_\_\_\_  
Director of Capital Programs

APPROVED AS TO FORM  
AND LEGALITY

\_\_\_\_\_  
General Counsel

APPROVED:

\_\_\_\_\_  
Deputy Director/Chief Engineer

## RESOLUTION NO. R-1112-88

### BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STPG-114A(297)AG, State Job Number 28080(05), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF NORMAN

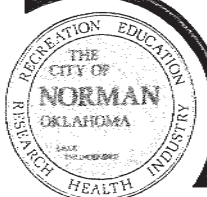
Mayor \_\_\_\_\_

ATTEST:

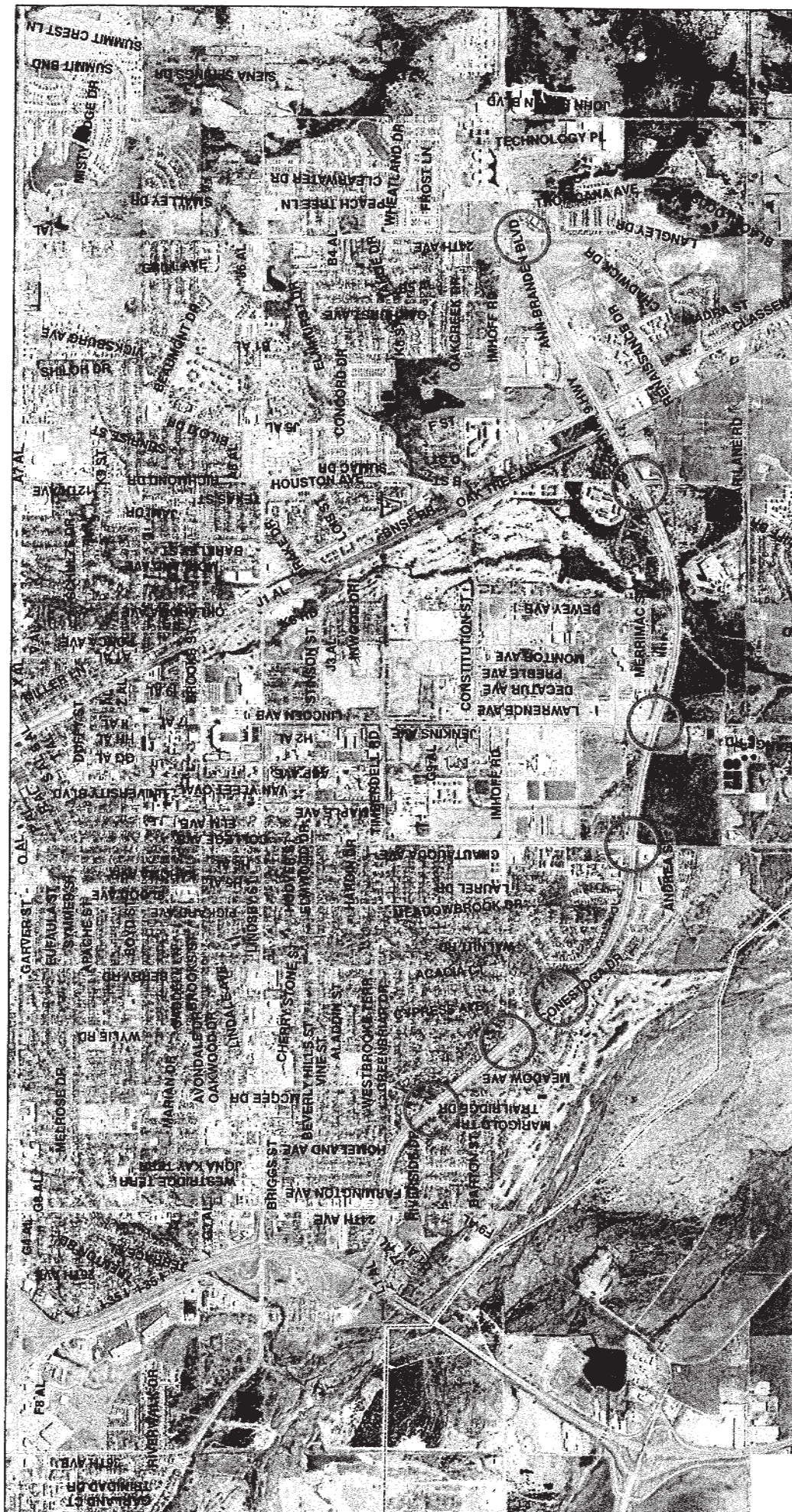
\_\_\_\_\_  
City Clerk

Approved as to form and legality this 7 day of December, 2011

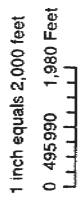
  
City Attorney





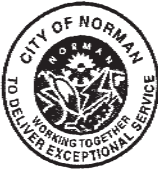


**Pedestrian and Bicyclist Crossing Improvements  
State Highway 9 @ McGee Drive, Chautauqua Avenue, Jenkins Avenue, 12th Avenue SE and 24th Avenue SE**



○ Improvement Location





# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: K-1112-96**

<b>File ID:</b> K-1112-96	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 15	<b>In Control:</b> City Council
<b>Department:</b> Public Works Department	<b>Cost:</b> \$467,660.00	<b>File Created:</b> 12/07/2011
<b>File Name:</b> K-1112-96 ODOT Porter Improvements	<b>Final Action:</b>	

**Title:** CONTRACT NO. K-1112-96: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT NO. STP-114B(256)AG, STATE JOB NO. 26840(04) FOR THE WIDENING AND RESURFACING OF PORTER AVENUE FROM WOODCREST DRIVE TO TECUMSEH RIDGE ROAD, ADOPTION OF RESOLUTION NO. R-1112-90, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-96 with the Oklahoma Department of Transportation; and, if approved, adopt Resolution No. R-1112-90; authorize the execution of the contract and resolution; direct payment to the Oklahoma State Department of Transportation in the amount of \$467,660 for the City's 20% share with an additional \$6,700 for non-participating costs for a total of \$474,360; and appropriate \$98,918 from the Capital Fund Balance, (050-0000-253.20-00) to Project No. TR0243, Porter Gap Project, Construction (050-9366-431.61-01).

ACTION TAKEN: \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 15

**Attachments:** Attachment A, K-1112-96, R-1112-90, Porter  
Location Map, Invoice

**Project Manager:** Scott Sturtz, Capital Projects Engineer

**Entered by:** julie.shelton@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

**Text of Legislative File K-1112-96**

body

**BACKGROUND:** Development along Porter Avenue between Rock Creek Road and Tecumseh Road is nearly complete. As a result of the development, portions of the street have been widened on one or both sides of the street. This has left gaps where the roadway has less than four lanes of traffic. The Porter Avenue Gap Project from Woodcrest Drive to Tecumseh Road involves the construction of additional lanes to complete the roadway to four lanes eliminating the gaps and providing sidewalks along both sides of the road.

On July 28, 2009 Council approved Contract No. K-0910-35 with Apposite Engineering, LLC for the design of the roadway construction. On January 26, 2010 Council approved Amendment No. 1 for design services for additional survey and roadway borings, and to redesign sections of the curb that did not meet City of Norman standards. On February 8, 2011 Council approved Amendment No. 2 to complete acquisition instruments for permanent and temporary right of way and easements, additional drainage design and waterline relocation design. The total cost of engineering services provided by Apposite Engineering is \$204,073.

On June 14, 2011, Council approved Contact K-1011-169 with Central Contracting Services (CCS) to relocate the water line along Porter Avenue for \$156,102.

**DISCUSSION:** Prior to letting the project for bid, ODOT requires the City of Norman enter into a project agreement and adopt it by Resolution. ODOT has requested approval of the attached agreement that addresses the responsibilities of the City of Norman and ODOT. Staff has reviewed the project agreement and resolution.

In summary, the City's responsibilities are:

- Agree the construction shall be in conformance with the plans prepared by the City
- Maintain the roadway and right-of-way after construction
- Certify the project will comply with the Americans with Disabilities Act

In summary, ODOT's responsibilities are:

- File jointly with the contractor the Notice of Intent (NOI) for a general construction stormwater permit with the EPA which authorizes Stormwater discharges associated with construction activities
- Advertise and let the construction contract for this project
- Construct the project in accordance with the plans
- Provide competent supervision of the construction

The construction project is funded 80% by ODOT and 20% by local funds. ODOT has billed the City for the local matching share. Based on the latest engineer's estimate, the total construction cost is \$2,345,000. ODOT's share is \$1,870,640 and the local match is \$467,660

with an additional \$6,700 for non-participating costs for a total of \$474,360. The following funds are available for this project:

- Porter Avenue Gap Project, Construction (Account No. 050-9366-431.61-01), Project Number TR0243 \$183,559;
- Porter Avenue Gap Project, Construction (Account No. 078-9366-431.61-01), Project Number AR0243 \$102,866;
- Porter Avenue B/Rock Creek Road and Tecumseh Road, Construction (Account No. 050-9511-431.61-01) Project Number SC0451 \$45,017;
- North Porter Gap Paving, Construction (Account No. 050-9511-431.61-01) Project Number SC0493 \$44,000.

Total City Capital funds available are \$375,442. An additional \$98,918 will need to be transferred from the Capital Fund Balance (Account No. 050-0000-253.20) to the Porter Gap Project Construction account (Account No. 050-9366-431.61-01) to complete the City of Norman share of the project. The difference between the City's previous estimated project cost and ODOT's current estimated costs is the requirement by ODOT for "performance grade asphalt" which is more expensive but has a longer life than previously used asphalt mix designs. There are also more storm water enhancements on the project than originally anticipated, in an effort to increase the life of the project. In addition, there are general increases in the ODOT construction costs.

The total project cost is estimated to be \$3,073,277 including the estimated City share of \$1,202,637 (39%). A summary of the project budget with the construction cost estimate is attached hereto as Attachment "A". A bid letting for this project has been scheduled by ODOT on February 17, 2012. Construction will begin in June 2012. Completion of the project is anticipated in December 2012.

**RECOMMENDATION NO. 1:** Staff recommends approval of Contract No. K-1112-96 with the Oklahoma Department of Transportation.

**RECOMMENDATION NO. 2:** Staff further recommends approval of Resolution No. R-1112-90 adopting Contract No. K-1112-96, and if approved, authorize the execution thereof.

**RECOMMENDATION NO. 3:** Staff further recommends an appropriation of \$98,918 from the Capital Fund Balance, (Account No. 050-0000-253.20-00) to the Porter Gap Project Construction (Account No. 050-9366-431.61-01) Project No. TR0243.

## **ATTACHMENT A**

### **Contract No. K-1112-96 Porter Avenue Gap Project**

	<b>City Budget</b>	<b>Federal Aid</b>	<b>Total</b>
Design	\$ 209,575		\$ 209,575
Right-of-Way	\$ 362,600		\$ 362,600
Utilities	\$ 156,102		\$ 156,102
Construction	\$ 474,360 <sup>(1)(2)</sup>	\$ 1,870,640 <sup>(2)</sup>	\$2,941,675 <sup>(2)</sup>
Total	\$1,202,637	\$ 1,870,640	\$3,073,277

(1) With Budget Appropriation Approval

(2) 80/20 funding split based on estimated construction cost



**PROJECT AGREEMENT**

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

**WITNESSETH:**

**Whereas**, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

**Whereas**, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**Whereas**, the CITY has been identified as the beneficiary of such a federally funded project; and,

**Whereas**, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

**Whereas**, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

**Whereas**, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

**Whereas**, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent

STP-114B(256)AG

26840(04)

jurisdiction

**Whereas**, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

**Now therefore**, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STP-114B(256)AG, State Job Number 26840(04) and which consist of actual improvements as follows:

**WIDENING AND RESURFACING**

Porter Ave from Woodcrest Drive to Tecumseh Ridge Road

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the

STP-114B(256)AG

26840(04)

project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.

5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.
6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.
7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the

STP-114B(256)AG

26840(04)

construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:
  - A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:
    - (1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
    - (2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation

is less than ten (10) years old, and:

- (a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
  - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
- B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.
- C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.



- D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
  - E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.
  - F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.
  - G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.
10. The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:
- A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
  - B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

- C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.
- D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.
- F. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:
  - (1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

- (2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
11. The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."
13. The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.
14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or

omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgements which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of \$2,345,000.00 the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 80% of the participating project costs (estimated at \$1,870,640.00). The City agrees that local funds shall be used to provide 20% of the participating project costs (estimated at \$467,660.00) and 100% of the non-participating project costs (estimated at \$6,700.00). The CITY's estimated total obligation is \$474,360.00 (two hundred thirty one thousand sixty dollars and no cents) which shall be deposited with the DEPARTMENT prior to advertising for bids.
16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.

17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.
20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility



relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

- A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- D. The Secretary determines that such termination is in the best interest of the State

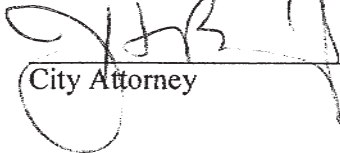
STP-114B(256)AG

26840(04)

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and  
the DEPARTMENT on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM  
AND LEGALITY

  
\_\_\_\_\_  
City Attorney

CITY OF NORMAN

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government  
Division Manager

\_\_\_\_\_  
Director of Capital Programs

APPROVED AS TO FORM  
AND LEGALITY

APPROVED:

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director/Chief Engineer

**RESOLUTION NO. R-1112-90**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STP-114B(256)AG, State Job Number 26840(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF NORMAN

\_\_\_\_\_  
Mayor

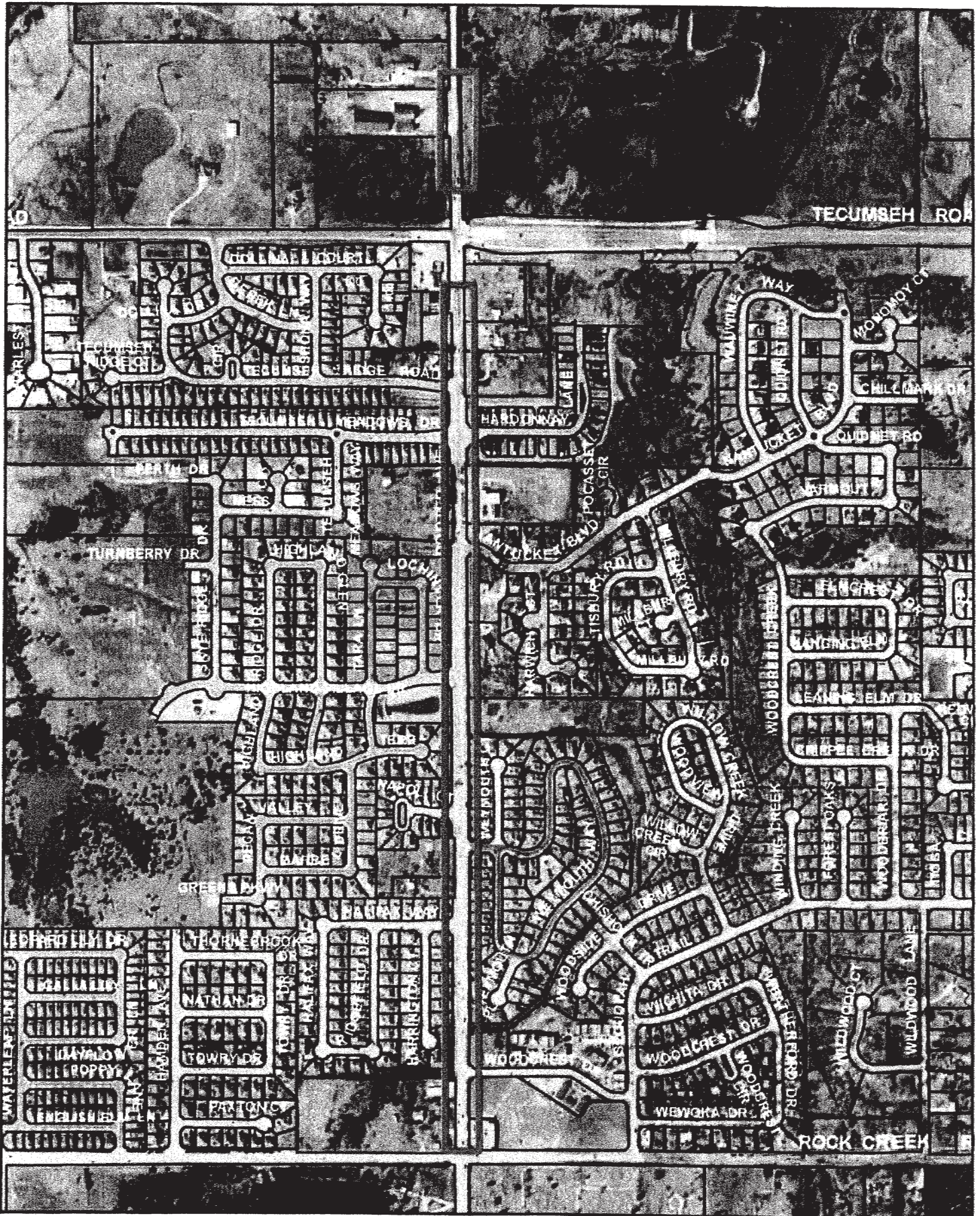
ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality this 9<sup>th</sup> day of December, 2011

  
\_\_\_\_\_  
City Attorney





TECUMSEH ROAD

TURNBERRY DR

ROCK CREEK



Map Produced by the  
City of Norman  
GIS Services Division  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.

## Porter Avenue Project Location Map

Aerial Photography Taken March 2010

-  Project Limits
-  Parcel Boundary

Scale 1" = 700'  
January 25, 2011





**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**INVOICE**

**Make check PAYABLE, and MAIL TO:**

**Oklahoma Department of Transportation  
Comptroller Division  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204**

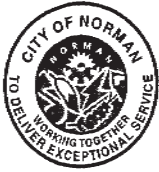
To: City of Norman  
420 W. Main, Suite 700  
Oklahoma City, OK 73102

Division Invoice No.: 26840(04)-1  
Local Government Division  
November 30, 2011

Description – Explanation of Charge	Quantity	Price Each	Total
<p>Due Date: <u>Upon Receipt</u></p> <p>Project Number: STP-114B(256)AG Job Piece Number: 26840(04)</p> <p>Initial Invoice</p> <p>Total Estimated Cost: \$2,345,000.00 Less Federal Share - (\$1,870,640.00)</p>			
<b>Accounting Use Only</b>		<b>Invoice Total</b>	<b>\$ 474,360.00</b>

Distribution:

City  
Remit with Payment  
Division Project File  
Comptroller Division



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

File Number: K-1112-97

File ID: K-1112-97	Type: Contract	Status: Consent Item
Version: 1	Reference: Item No. 16	In Control: City Council
Department: Public Works Department	Cost: \$429,117.82	File Created: 12/07/2011
File Name: K-1112-97 ODOT Project Robinson/12th Signals	Final Action:	

**Title:** CONTRACT NO. K-1112-97: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL AID PROJECT NO. HSIPIY-114A(243)TR, STATE JOB NO. 26475(04) FOR THE INSTALLATION OF A TRAFFIC SIGNAL AND INTERSECTION MODIFICATIONS AT HIGHWAY 77(12TH AVENUE N.E.) AND ROBINSON STREET (NORTHWEST AND SOUTH LEGS), ADOPTION OF RESOLUTION NO. R-1112-91, AND BUDGET APPROPRIATION.

ACTION NEEDED: Motion to approve or reject Contract No. K-1112-97 with the Oklahoma Department of Transportation (ODOT), adopt Resolution No. R-1112-91, authorize execution of the contract and resolution; direct payment in the amount of \$429,117.82 to ODOT for the City's 20% share; and appropriate \$83,435.82 from the Capital Fund Balance, (050-0000-253.20-00) to Project No. TR0238, Robinson Street and 12th Avenue NE Intersection Project, Construction (050-9079-431.61-01).

ACTION NEEDED: \_\_\_\_\_

Notes: December 20, 2011, City Council Agenda

Agenda Date: 12/20/2011

Agenda Number: 16

Attachments: Attachment A, K-1112-97, R-1112-91,  
Invoice-K-1112-97, Robinson-12 Location Map,  
Requisition-Robinson

Project Manager: Scott Sturtz, Capital Projects Engineer

Entered by: pam.jones@normanok.gov

Effective Date:

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

**Text of Legislative File K-1112-97**

Body

**BACKGROUND:** The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement, and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. On April 27, 2010 Council approved Amendment No. 1 for design services for waterline relocation. On May 31, 2011 Council approved Amendment No. 2 to provide modified plans and bidding documents for the waterline relocation. The total cost of the engineering contract with EST, Inc. is \$202,120.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation (ODOT), for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

In order to secure federal funding for this project ODOT separated the project into two distinct projects with separate State Job Numbers. The first project is the installation of the traffic signals at the intersection and the second is for the intersection modifications. The project is one plan set and will be bid as one project. However, due to the separate ODOT job numbers two contracts are required to be executed by the City. This project is included in the City's 2012-2016 Capital Improvement Program. Contract No. K-1112-98 for intersection modifications on the east leg is submitted as a separate agenda item.

**DISCUSSION:** Prior to letting the project for bid, ODOT requires the City of Norman to enter into a project agreement for each project and to adopt the agreements by resolution. ODOT has requested approval of the attached agreements that address the responsibilities of the City of Norman and ODOT. Staff has reviewed the project agreements and resolutions.

In summary, the City's responsibilities are:

- Agree construction shall be in conformance with plans prepared by the City
- Maintain the roadway and right-of-way after construction
- Certify project will comply with the Americans with Disabilities Act

In summary, ODOT's responsibilities are:

- File jointly with contractor the Notice of Intent (NOI) for a general construction

stormwater permit with EPA which authorizes stormwater discharges associated with construction activities

- Advertise and let the construction contract for this project
- Construct the project in accordance with the plans
- Provide competent supervision of the construction

The construction projects are funded 80% by ODOT and 20 percent by local funds. ODOT has billed the City for the local matching share. Based on the latest engineer's estimate, the combined total construction cost is \$2,094,789.09. ODOT's share is \$1,665,671.27 and the local match is \$429,117.82. The Robinson Street and 12th Avenue NE project, Construction (Account No. 050-9079-431.61-01), Project Number TR0238, contains \$345,682. An additional \$83,435.82 will need to be transferred from the Capital Fund Balance (Account No. 050-0000-253.20) to the Robinson Street and 12th Avenue NE project, Construction (Account No. 050-9079-431.61-01) to complete the City of Norman share of the project. The reason for the difference in the City's previous estimated cost and ODOT's current estimated cost is the extension of the west leg of Robinson Street approximately 600 feet to include proper stacking in the left hand turn lane as identified in a revised traffic study, in addition to general increases in the ODOT construction costs.

The total project cost is estimated to be \$2,675,905.09 including the estimated City share of \$1,010,233.82 (38%). A summary of the project budget with the construction cost estimate is attached hereto as Attachment "A". A bid letting for this project has been scheduled by ODOT on February 17, 2012. Construction will begin in June 2012. Completion of the project is anticipated in December 2012.

**RECOMMENDATION NO. 1:** Staff recommends approval of Contract No. K-1112-97 with the Oklahoma Department of Transportation.

**RECOMMENDATION NO. 2:** Staff further recommends approval of Resolution No. R-1112-91 adopting Contract No. K-1112-97, and if approved, authorize the execution thereof.

**RECOMMENDATION NO. 3:** Staff further recommends an appropriation of \$83,435.82 from the Capital Fund Balance, (Account No. 050-0000-253.20-00) to the Robinson Street and 12th Avenue NE Intersection Project Construction (Account No. 050-9079-431.61-01) Project No. TR0238.

## ATTACHMENT A

**Contracts K-1112-97 & K-1112-98  
Robinson & 12<sup>th</sup>  
Traffic Signal and Intersection Modifications**

	<b>City Budget</b>	<b>Federal Aid</b>	<b>Total</b>
Design	\$ 171,121.00		\$ 171,121.00
Right-of-Way	\$ 41,683.00		\$ 41,683.00
Utilities	\$ 368,312.00		\$ 368,312.00
Construction	\$ 429,117.82 <sup>(1)(2)</sup>	\$ 1,665,671.27 <sup>(2)</sup>	\$2,094,789.09 <sup>(2)</sup>
Total	\$1,010,233.82	\$ 1,665,671.27	\$2,675,905.09

(1) With Budget Appropriation Approval

(2) 80/20 funding split based on estimated construction cost



PROJECT AGREEMENT

FOR

FEDERAL-AID PROGRAM

PROJECT NUMBER HSIPY-114A(243)TR

JOB PIECE NO. 26475(04)

FOR THE INSTALLATION OF TRAFFIC SIGNALS

AT THE INTERSECTION OF US-77 AND ROBINSON STREET

IN THE CITY OF NORMAN

CLEVELAND COUNTY

BY AND BETWEEN

THE CITY OF NORMAN

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the City of Norman, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

## WITNESSETH:

THAT the CITY proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of March 2, 2009, authorizing State apportioned Federal-aid Project funds for participation in the project for traffic improvements in the CITY of Norman designated as Federal-aid Project HSIPY-114A(243)TR, JP# 26475(04) consisting of the actual traffic improvements as follows:

1. Installation of a Traffic Signal and Intersection Modification at the Intersection of US-77 and Robinson Street (northwest and south legs), in the City of Norman, Cleveland County.

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition and 2009 and current updates.

It is the policy of the Oklahoma Department of Transportation to assure compliance with Title VI of the Civil Rights Act of 1964, and the CITY hereby agrees that as a condition to receiving any Federal financial assistance it will comply with the Title VI of the Civil Rights Act of 1964 which requires that no person in the United States shall on the grounds of race, color, religion, sex, disability, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal Financial Assistance is received.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The CITY agrees to provide the plans, specifications, and construction cost estimates for this project.
2. The DEPARTMENT shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water management plan (SWMP) sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT shall require the contractor to file a Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site and to develop if required a Stormwater Pollution Prevention Plan (SWPPP).
3. That prior to the DEPARTMENT's advertising for bids or otherwise authorizing work on said project, the CITY agrees to furnish without cost to the DEPARTMENT all rights-of-way needed for the construction of said project, free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.

The CITY further agrees that it shall cause the adjustment or relocation of public or private utility facilities occupying the rights-of-way for said project, provided the adjustment or relocation of same is needed to accommodate construction of the project; the CITY further agrees that it shall accomplish said utility adjustment or relocation at the sole

expense of the CITY, except in those cases in which the owner of said utility facility is required by law to assume the cost thereof.

4. The CITY agrees to acquire legal title to said rights-of-way in the name of the CITY; that all such acquisition of rights-of-way shall be carried out and evidenced by written instruments, such as deeds, written easements, condemnation orders or judgements and that the same shall be recorded in the Office of the County Clerk as provided by law. The CITY shall furnish the DEPARTMENT's Office of Land Acquisition with true and correct copies of all written right-of-way instruments and each copy of such instrument shall be certified by the County Clerk as true and correct copy thereof and shall bear the book and page number showing where the same is recorded and the exact date and time of recording thereof. The CITY shall convey to the DEPARTMENT, by deed or easement, all right-of-way acquired for a project located on the State Highway System. The CITY shall defend the title in and to all of such rights-of-way at the sole expense of the CITY; and the CITY hereby agrees to indemnify and save harmless the DEPARTMENT from any and all claims, demands, suits or causes of action, whether the same be at law or in equity, for damages or just compensation or otherwise, arising from or in any way connected with the CITY's acquisition or failure to acquire said lands, or arising from or connected with the construction of the project by the DEPARTMENT upon said lands.
5. The DEPARTMENT agrees that Federal-aid Surface Transportation Program Project Funds shall be used to provide \$792,231.27(80%) of the total estimated construction costs of \$990,289.09. The CITY agrees that local funds shall be used to provide their obligation of \$198,057.82(20%) of the total estimated cost of \$990,289.09, which shall be deposited with the DEPARTMENT prior to the advertisement for bids and prior to the end of the current fiscal year.

6.           Upon approval of this AGREEMENT and the plans, specifications, and estimates by the Federal Highway Administration, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary manner. It is agreed that the project herein contemplated is proposed to be financed as previously described, and that this AGREEMENT, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder is subject in all things at all times to all Federal laws, regulations, orders, approvals as may be applicable hereto.
7.           The CITY and DEPARTMENT agree that final adjustments in the final cost will be made upon completion of the project.
8.           The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.
9.           The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution to this AGREEMENT.
10.          It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
11.          The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all traffic signal equipment erected and installed pursuant to this agreement and all devices appurtenant thereto and of all street lighting located on the project site.



12. The CITY hereby agrees to periodically review the adequacy of the aforesaid project to insure the safety of the traveling public and should the CITY determine that further modification or improvement be required, the CITY shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY's staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
13. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
14. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the traffic signal installation is ten (10) years old or older. If the installation is less than ten years old:
  - (a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 80% of the original equipment costs only, amortized for a ten (10) year service life for the traffic signal, interest ignored, and assuming straight line of depreciation.
  - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT 80% of the proceeds of such sale.

15. Upon completion of the aforesaid project, the CITY hereby specifically agrees that the CITY assumes any and all financial obligation for the operation of the aforesaid project.
16. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, such a failure will disqualify the CITY from future Federal-aid participation on any Federal-aid project. Federal funds are to be withheld until such time as a traffic engineering staff, satisfactory to the DEPARTMENT has been properly established and functioning, deficiencies in regulations have been corrected, or the traffic operations improvements to be installed under this Agreement are brought to a satisfactory condition of maintenance.
17. The Department agrees that the plans prepared for the construction of this project are fully compliant with the requirements of the Americans with Disabilities Act, (ADA) (29 USC 794). The Department's responsibility for the City's compliance with the ADA shall be limited to this project and other similar projects whose construction plans are furnished by the Department. Integrated compliance planning as required of recipient by 49 CFR § 27.11 for city streets and sidewalks is the exclusive responsibility of the City. Proposed improvements for state highways continued through the corporate limits of the city may be included in the City's comprehensive compliance plans.

IN WITNESS WHEREOF, the Chief Engineer of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Chief Engineer of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

The CITY on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, and the STATE on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

THE CITY OF NORMAN

BY: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
City Attorney

\_\_\_\_\_

\_\_\_\_\_  
Title

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Division Engineer

By: \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
General Counsel

**RESOLUTION NO. R-1112-91**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STP-114A(243)TR, State Job Number 26475(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.


CITY OF NORMAN

\_\_\_\_\_  
Mayor

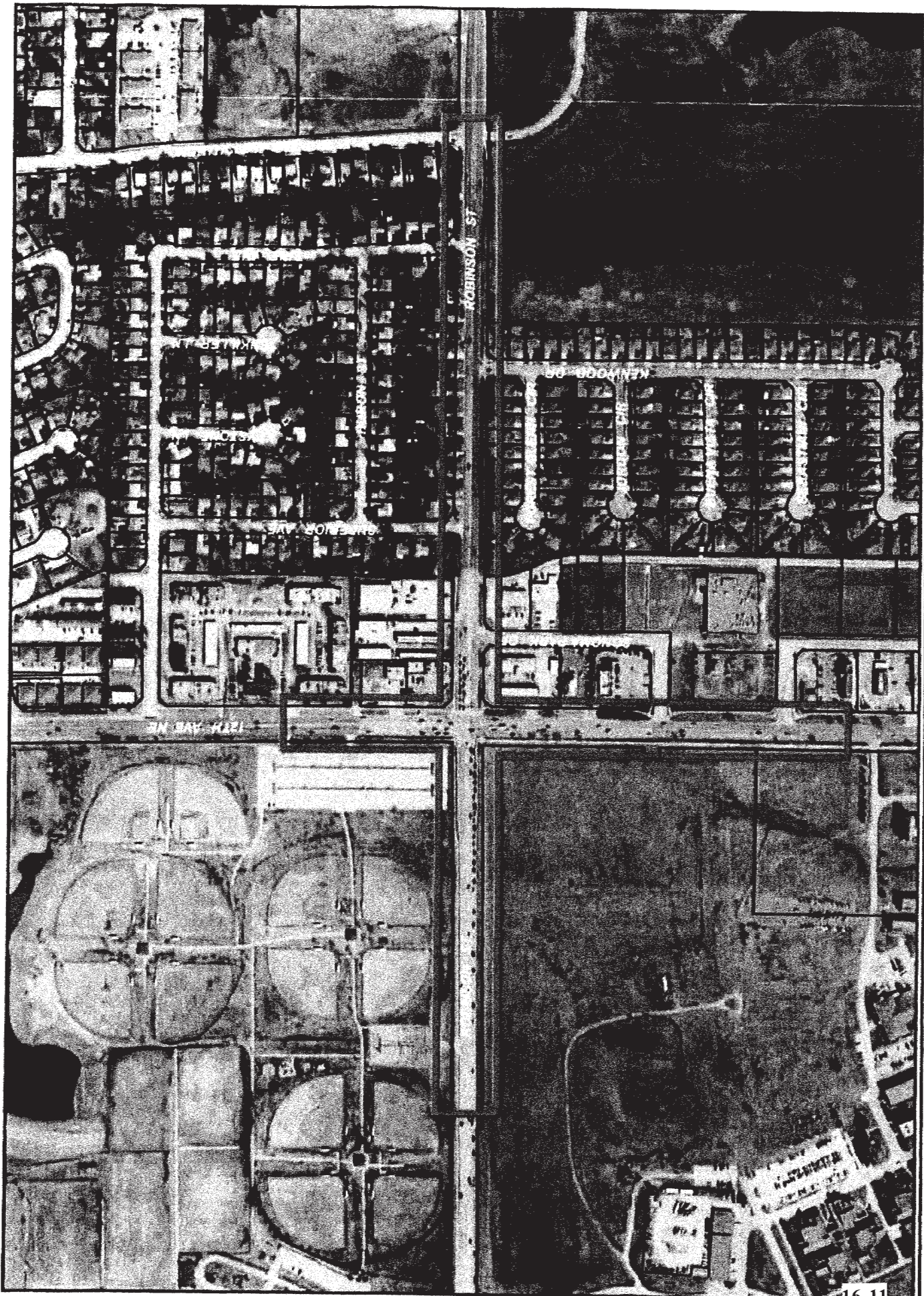
ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

  
\_\_\_\_\_  
City Attorney





Map Produced by the  
City of Norman  
GIS Services Division  
The City of Norman assumes no  
responsibility for errors or omissions  
in this map data product.

# **12th Avenue NE & Robinson Street Project Location Map** Aerial Photography Taken March 2010

- Project Limits
- Parcel Boundary

Scale: 1" = 400'  
January 10, 2011





# OKLAHOMA DEPARTMENT OF TRANSPORTATION

## INVOICE

Make check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation  
Comptroller Division  
200 NE 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204

To: Mr. Angelo Lombardo  
City Traffic Engineer  
201 West Gray, Building A  
Norman, Oklahoma 73070

Division Invoice No.: J/P # 26475(04)  
Division Name: Traffic Engineering  
Date: November 22, 2011

Description-Explanation of Charge	Quantity	Price Each	Total
Due Date: <b><u>January 13, 2012</u></b>			
HSIPY-114A(243)TR, J/P # 26475(04) County: Cleveland Description: Traffic Signal Installation and Intersection Modification at the intersection of US-77 and Robinson Street in the City of Norman		Total Estimated	\$ 990,289.09
City of Norman's Share of the Estimated Costs (20%) (Before Bid Letting)		Estimated	\$ 198,057.82
<b>Accounting Use Only</b>		<b>Invoice Total</b>	<b>\$ 198,057.82</b>

Original: Purchaser  
Yellow: Remit with Payment  
Pink: Retain with Division  
Goldenrod: To Comptroller

CMPT-IV 6349 11/94





# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: K-1112-98**

<b>File ID:</b> K-1112-98	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 17	<b>In Control:</b> City Council
<b>Department:</b> Public Works Department	<b>Cost:</b>	<b>File Created:</b> 12/07/2011
<b>File Name:</b> K-1112-98 ODOT Intersection Mod 12th/Robinson		<b>Final Action:</b>

**Title:** CONTRACT NO. K-1112-98: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL AID PROJECT NO. STP-114(197)AG, STATE JOB NO. 26482(04), FOR INTERSECTION MODIFICATIONS AT HIGHWAY 77 (12TH AVENUE N.E.) AND ROBINSON STREET (EAST LEG) AND ADOPTION OF RESOLUTION NO. R-1112-92.

**ACTION NEEDED:** Motion to approve or reject Contract No. K-1112-98 with the Oklahoma Department of Transportation (ODOT), adopt Resolution No. R-1112-92, and authorize execution of the contract and resolution.

**ACTION NEEDED:** \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 17

**Attachments:** Attachment A K-1112-98, k-1112-98, R-1112-92,  
Location map K-1112-98, Invoice K-1112-98,  
Requisition-Robinson

**Project Manager:** Scott Sturtz, Capital Projects Engineer

**Entered by:** Ellen.Usry@NormanOK.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

### Text of Legislative File K-1112-98

Body

**BACKGROUND:** The purpose of this project is to modify the signal at the intersection of Robinson Street & 12th Avenue NE, to accommodate additional traffic capacity including

dual left turn lanes northbound, to rehabilitate the existing four lanes of pavement, and to add sidewalks on the north side of Robinson Street along the east leg to Northcliff Avenue. This project also addresses the elevation difference in grade between the intersection and the existing storm grate on the east leg at the intersection, which is difficult for east/west traffic to negotiate.

On October 14, 2008, City Council approved Contract No. K-0809-59 with EST, Inc., for the engineering design of the Robinson Street & 12th Avenue NE Intersection Project. On April 27, 2010 Council approved Amendment No. 1 for design services for waterline relocation. On May 31, 2011 Council approved Amendment No. 2 to provide modified plans and bidding documents for the waterline relocation. The total cost of the engineering contract with EST, Inc. is \$202,120.

On August 10, 2010, City Council approved Contract No. K-1011-48, a Right-of-Way and Utility Agreement with the Oklahoma Department of Transportation (ODOT), for the construction of the Robinson Street & 12th Avenue NE Intersection Project. This agreement requires the City to acquire right-of-way and relocate utilities for this project.

In order to secure federal funding for this project ODOT separated the project into two distinct projects with separate State Job Numbers. The first project is the installation of the traffic signals at the intersection and the second is for the intersection modifications. The project is one plan set and will be bid as one project. However, due to the separate ODOT job numbers two contracts are required to be executed by the City. This project is included in the City's 2012-2016 Capital Improvement Program. Contract No. K-1112-97 for the traffic modifications is also submitted as a previous agenda item.

**DISCUSSION:** Prior to letting the project for bid, ODOT requires the City of Norman to enter into a project agreement for each project and to adopt the agreements by resolution. ODOT has requested approval of the attached agreements that address the responsibilities of the City of Norman and ODOT. Staff has reviewed the project agreements and resolutions.

In summary, the City's responsibilities are:

- Agree construction shall be in conformance with plans prepared by the City
- Maintain the roadway and right-of-way after construction
- Certify project will comply with the Americans with Disabilities Act

In summary, ODOT's responsibilities are:

- File jointly with contractor the Notice of Intent (NOI) for a general construction stormwater permit with EPA which authorizes stormwater discharges associated with construction activities
- Advertise and let the construction contract for this project
- Construct the project in accordance with the plans

- Provide competent supervision of the construction

The construction projects are funded 80% by ODOT and 20 percent by local funds. ODOT has billed the City for the local matching share. Based on the latest engineer's estimate, the combined total construction cost is \$2,094,789.09. ODOT's share is \$1,665,671.27 and the local match is \$429,117.82. The Robinson Street and 12th Avenue NE project, Construction (Account No. 050-9079-431.61-01), Project Number TR0238, contains \$345,682. An additional \$83,435.82 will need to be transferred from the Capital Fund Balance (Account No. 050-0000-253.20) to the Robinson Street and 12th Avenue NE project, Construction (Account No. 050-9079-431.61-01) to complete the City of Norman share of the project. The reason for the difference in the City's previous estimated cost and ODOT's current estimated cost is the extension of the west leg of Robinson Street approximately 600 feet to include proper stacking in the left hand turn lane as identified in a revised traffic study, in addition to general increases in the ODOT construction costs.

The total project cost is estimated to be \$2,675,905.09 including the estimated City share of \$1,010,233.82 (38%). A summary of the project budget with the construction cost estimate is attached hereto as Attachment "A". A bid letting for this project has been scheduled by ODOT on February 17, 2012. Construction will begin in June 2012. Completion of the project is anticipated in December 2012.

**RECOMMENDATION NO. 1:** Staff recommends approval of Contract No. K-1112-98 with the Oklahoma Department of Transportation.

**RECOMMENDATION NO. 2:** Staff further recommends approval of Resolution No. R-1112-92 adopting Contract No. K-1112-98, and if approved, authorize the execution thereof. Payment in the amount of \$429,117.82 to ODOT was requested with Contract No. K-1112-97 as well as the requested budget appropriation.



## **ATTACHMENT A**

### **Contracts K-1112-97 & K-1112-98 Robinson & 12<sup>th</sup> Traffic Signal and Intersection Modifications**

	<b>City Budget</b>	<b>Federal Aid</b>	<b>Total</b>
Design	\$ 171,121.00		\$ 171,121.00
Right-of-Way	\$ 41,683.00		\$ 41,683.00
Utilities	\$ 368,312.00		\$ 368,312.00
Construction	\$ 429,117.82 <sup>(1)(2)</sup>	\$ 1,665,671.27 <sup>(2)</sup>	\$2,094,789.09 <sup>(2)</sup>
Total	\$1,010,233.82	\$ 1,665,671.27	\$2,675,905.09

(1) With Budget Appropriation Approval

(2) 80/20 funding split based on estimated construction cost

STP-114A(197)AG

24282(04)

## PROJECT AGREEMENT

This Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Norman, hereinafter referred to as the CITY, which may be referred to collectively as the PARTIES for the following intents and purposes and subject to the following terms and conditions, to wit:

### WITNESSETH:

**Whereas**, the DEPARTMENT is charged under the law of the State of Oklahoma with construction and maintenance of State Highways; and,

**Whereas**, the DEPARTMENT is by terms of agreements with the Federal Highway Administration responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**Whereas**, the CITY has been identified as the beneficiary of such a federally funded project; and,

**Whereas**, receipt of the benefits of this project will require that the CITY assume certain financial responsibilities; and,

**Whereas**, the CITY is a municipal corporation and a charter city created and existing under the constitution and laws of Oklahoma; and,

**Whereas**, the laws and constitution of the State of Oklahoma impose fiscal restrictions on the City and its ability to insure financial obligations; and,

**Whereas**, the PARTIES hereto recognized those financial limitations and agree that the financial obligations assumed by the City by the terms of this Agreement are enforceable only to the extent as may be allowed by law or as may be determined by a Court of competent

STP-114A(197)AG

24282(04)

jurisdiction

**Whereas**, it is understood that, by virtue of the Oklahoma Constitution Article 10 section 26, the payment of CITY funds in the future will be limited to appropriations and available revenues in the then current CITY fiscal year.

**Now therefore**, subject to the limitations herein before described, the DEPARTMENT and the CITY do agree as follows:

1. The CITY requested that certain street improvements be approved by the Oklahoma Transportation Commission as were previously programmed by the CITY and designated as Federal-aid Project STP-114A(197)AG, State Job Number 24282(04) and which consist of actual improvements as follows:

**INTERSECTION MODIFICATION**

US-77/ SH- 77H & Robinson (East Leg)

2. The CITY has prepared or caused to be prepared plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans which are incorporated with and made a part of this Agreement.
3. The CITY agrees that the furnished plans are, as a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specification for Highway Construction.
4. The CITY agrees that the PARTIES have entered into a separate "Right-of-Way, Public Utility and Encroachment Agreement" which provides inter alia that the CITY is responsible for furnishing all right-of-way for this federal-aid project, free and clear of all obstructions and encroachments; that the CITY shall at its sole expense maintain the

project after construction; and that nothing contained herein shall be construed as modifying, altering, rescind, or abridging any portion of that agreement.

5. The CITY agrees to the location of the subject project and acknowledge receipt of and adopts the plans for said project as the official plans of the CITY for the streets, boulevards, arterial highways and/or other improvements contained therein; and further the CITY affirmatively states that it has fully and completely examined these plans and does hereby warrant to the DEPARTMENT the CITY's complete satisfaction with these plans, and the fitness of the plans to construct the aforesaid project.
6. The CITY certifies that the project design plans comply, and the project when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, (42 U.S.C. 12101-12213) as outlined in 28 CFR Part 35.
7. The PARTIES hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention including discharges from storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work and the storm water pollution prevention plan sheet contained in the plans and the appropriate USGS topographic map constitute the storm water management plan for the project described previously in this document. The DEPARTMENT agrees to file jointly with the Contractor the Notice of Intent (NOI) for a general construction National Pollutant Discharge Elimination System (NPDES) permit with EPA which authorizes the storm water discharges associated with the industrial activity from the

construction site identified in this document. Further, the CITY agrees as stipulated in Federal Register Vol. 57 No. 175 pg 41191, to co-permit with the DEPARTMENT when or if required to have daily operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions.

8. The CITY agrees to prohibit parking on that portion of the project within the corporate limits of the CITY, except as may be indicated in the plans or hereafter approved by agreement with the DEPARTMENT. The CITY further agrees not to install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
9. The CITY further agrees and warrants to the DEPARTMENT that subsequent to the construction of said project, the CITY will:
  - A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 1991 Section 15-104, 15-105 and 15-106, and subject to the Agreement of the DEPARTMENT:
    - (1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
    - (2) In the event there is no mutually agreed location for the reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation



is less than ten (10) years old, and:

- (a) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for the original Federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
  - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
- B. Subject to agreement with the DEPARTMENT, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the DEPARTMENT. It shall be the responsibility of the CITY to notify the DEPARTMENT of any changes necessary to insure safety to the traveling public.
- C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to insure proper drainage for road surfaces constructed under the terms of this Agreement.

- D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
  - E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation in a manner consistent with applicable codes, ordinances and regulations.
  - F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the CITY, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following construction.
  - G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the DEPARTMENT.
10. The CITY further agrees and warrants to the DEPARTMENT concerning sign and highway facility lighting:
- A. The CITY will upon notice from the DEPARTMENT Engineer provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
  - B. Upon completion of the construction of said project, and by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

- C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified herein shall be continuously operated during the hours of darkness between sunset and sunrise and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the DEPARTMENT and the CITY.
- D. The CITY agrees to provide, on a periodic schedule, an inspection, cleaning and a re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- E. In the event that highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the CITY to any point other than which is approved by the DEPARTMENT prior to such removal.
- F. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal, if the installation is twenty (20) years old or older. If the installation is less than twenty (20) years old, and:
  - (1) In the event the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.

- (2) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT the original Federal funding percentage share of the proceeds of such sale.
11. The CITY agrees, affirms and warrants to the DEPARTMENT that the CITY will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The CITY agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, of Secretary of Transportation, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act 1964."
13. The CITY agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.
14. The DEPARTMENT and the CITY mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. 1991 § 151 et seq.). The DEPARTMENT and the CITY hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or

omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under to Governmental Tort Claims Act and any judgements which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

15. Based on an estimated total construction cost of \$1,104,500.00 the DEPARTMENT agrees that Federal-aid Surface Transportation Program funds shall be requested to provide 80% of the participating project costs (estimated at \$873,440.00). The City agrees that local funds shall be used to provide 20% of the participating project costs (estimated at \$218,360.00) and 100% of the non-participating project costs (estimated at \$12,700.00). The CITY's estimated total obligation is \$231,060.00 (two hundred thirty one thousand sixty dollars and no cents) which shall be deposited with the DEPARTMENT prior to advertising for bids.
16. It is understood by the CITY and the DEPARTMENT that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs, and non-participating costs incurred during construction. Upon final acceptance of this project, the amount of Federal funds and the amount previously deposited by the CITY will be deducted from the total cost and a refund will be made by the DEPARTMENT to the CITY or additional funding will be requested from the CITY.



17. It is understood by the CITY that no State funds are to be utilized in any phase or aspect of this project. Only CITY and Federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications, and estimates by the DEPARTMENT and Federal Highway Administration, if applicable, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all Federal laws, regulations, orders and approvals as may be applicable hereto.
19. The DEPARTMENT agrees to construct said project in strict accordance with the plans furnished and approved by the CITY, provided that upon consultation with and agreement by the CITY, the DEPARTMENT shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The DEPARTMENT shall provide competent supervision at all times that the work is in progress. The CITY shall have inspectors on the project site as the CITY determines necessary to insure construction of the project to the satisfaction of the CITY and shall have representatives available for consultation with the DEPARTMENT representatives to cooperate fully to the end of obtaining work strictly in accordance with the CITY's approved plans and specifications.
20. The CITY agrees that the CITY will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the CITY to accomplish timely utility

relocations, site conditions which are not as represented on the plans, or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the CITY for its adjudged failure.

21. Failure by the CITY to fulfill its responsibilities under this Agreement will disqualify the CITY from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed and understood between the CITY and the DEPARTMENT that the project will be built in accordance with the plans and specifications, and upon final acceptance by the CITY and the DEPARTMENT of this project, the CITY does hereby accept full, complete and total responsibility for the maintenance of this project as provided in this Agreement.. The CITY does not waive any rights against any contractor(s) with respect to defects, hidden or otherwise, in materials or workmanship. The CITY does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to, or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the DEPARTMENT may terminate the contract in whole, or from time to time in part, whenever:

- A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- C. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- D. The Secretary determines that such termination is in the best interest of the State

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the CITY has executed same pursuant to authority prescribed by law for the Department.

The CITY on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and  
the DEPARTMENT on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED AS TO FORM  
AND LEGALITY

  
\_\_\_\_\_  
City Attorney

CITY OF NORMAN

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government  
Division Manager

\_\_\_\_\_  
Director of Capital Programs

APPROVED AS TO FORM  
AND LEGALITY

APPROVED:

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director/Chief Engineer

**RESOLUTION NO. R-1112-92**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STP-114A(197)AG, State Job Number 24282(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF NORMAN

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality this 9<sup>th</sup> day of December, 2011



  
\_\_\_\_\_  
City Attorney



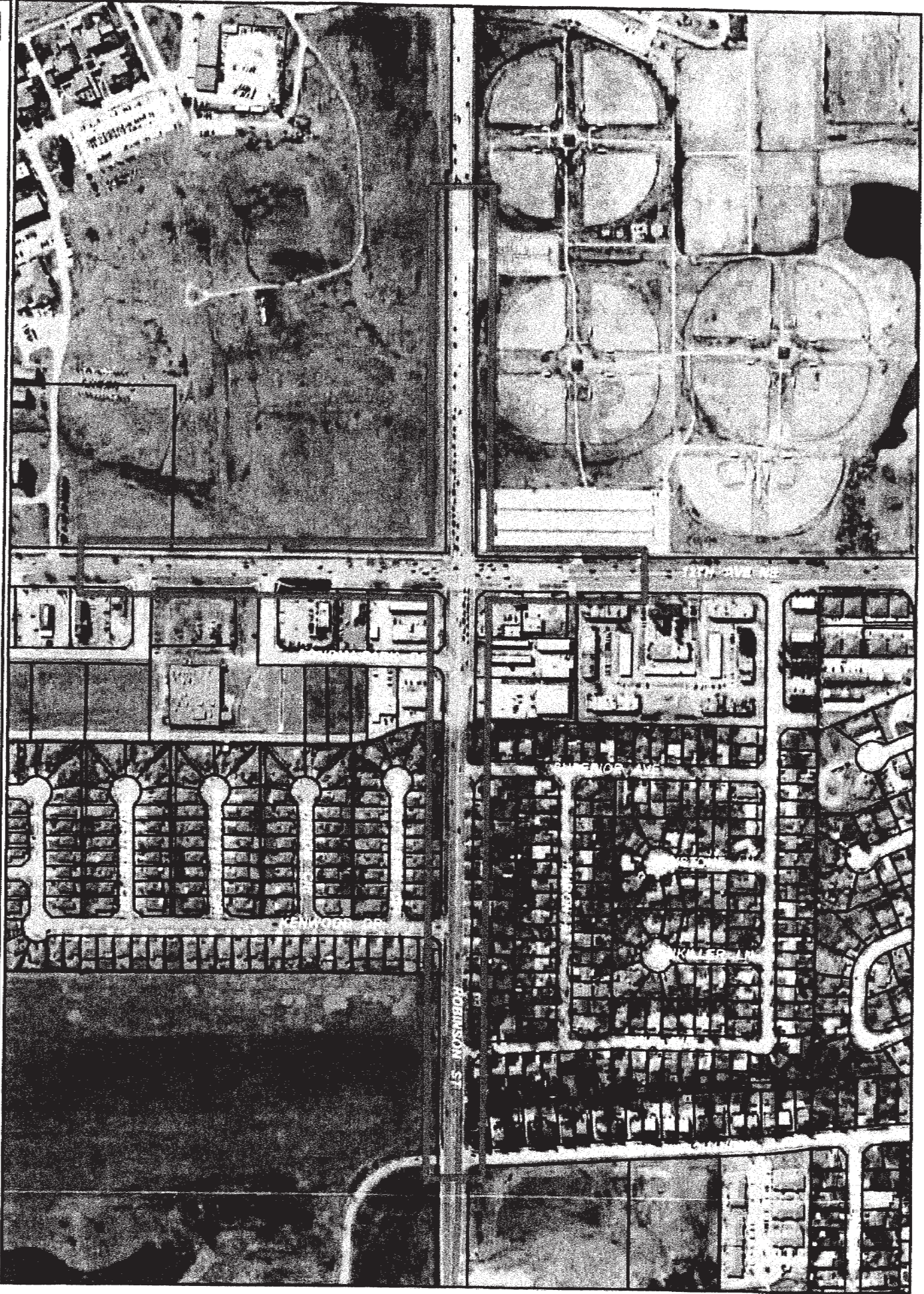
Map Produced by the  
City of Norman  
GIS Services Division  
The City of Norman is not responsible for any errors or omissions in this map or for any consequences arising from its use.

# 12th Avenue NE & Robinson Street Project Location Map

Aerial Photography Taken March 2010

 Project Limits  
 Parcel Boundaries

Scale: 1" = 400'  
August 10, 2011





**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**INVOICE**

**Make check PAYABLE, and MAIL TO:**

**Oklahoma Department of Transportation  
Comptroller Division  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204**

To: City of Norman  
420 W. Main, Suite 700  
Oklahoma City, OK 73102

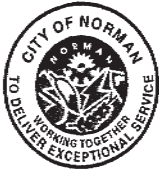
Division Invoice No.: 24282(04)-1  
Local Government Division  
November 30, 2011

Description -- Explanation of Charge	Quantity	Price Each	Total
<p>Due Date: <u>Upon Receipt</u></p> <p>Project Number: STP-114A(197)AG Job Piece Number: 24282(04)</p> <p>Initial Invoice</p> <p>Total Estimated Cost: \$1,104,500.00 Less Federal Share - (\$ 873,440.00)</p>			
<b>Accounting Use Only</b>		<b>Invoice Total</b>	<b>\$ 231,060.00</b>

Distribution:

City  
Remit with Payment  
Division Project File  
Comptroller Division

17-18



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: K-1112-99**

<b>File ID:</b> K-1112-99	<b>Type:</b> Contract	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 18	<b>In Control:</b> City Council
<b>Department:</b> Police Department	<b>Cost:</b>	<b>File Created:</b> 12/06/2011
<b>File Name:</b> ACOG MOU for 911 Hosted Recording Solution	<b>Final Action:</b>	

**Title:** CONTRACT NO. K-1112-99: A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF NORMAN AND THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE 9-1-1 HOSTED RECORDING SOLUTION.

**ACTION NEEDED:** Motion to approve or reject Contract No. K-1112-99 with the Association of Central Oklahoma Governments; and, if approved, authorize the execution thereof.

**ACTION TAKEN:** \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 18

**Attachments:** K-1112-99, Letter from ACOG

**Project Manager:** Lance Terry, Communications Center Supervisor

**Entered by:** kathy.lamar@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File K-1112-99

Body

**BACKGROUND:** In April of 2010, the Association of Central Oklahoma Governments, entered into an agreement with ATT to replace the existing 911 call taking/answering system provided by Intrado called "VIPER". The new 9-1-1 system was a hosted solution that provided state of art technology. The new system is centrally located and connects to the Norman 911 Center through various communications mediums that provide redundancy back to the host.

The previous 9-1-1 call taking/answering system which was provided through ACOG allowed for the termination of the trunk lines (voice telephone lines) at the 9-1-1 Communications Center. Since the lines were terminated at the 9-1-1 Center the call could be recorded prior to being answered by a 911 call taker. The pre-answer recordings were used as an investigative tool and to support the District Attorney and City Attorney in their efforts. The pre-answer recordings have not been available since the implementation of the "VIPER" solution.

**DESCRIPTION:** ACOG and the regional 9-1-1 Communications Centers have been working for a solution to this problem. The best found solution to this problem was to place a recording solution at the centrally located 9-1-1 host and allow access to those that choose to participate. The recording solution will allow for secure access to the City's 911 calls which will capture the pre-answer audio that is currently not being recorded.

ACOG will host the recording solution and there will be no additional cost to the City for the service. If the City chooses to waive participation in hosted solution then later decides to enter into an agreement with ACOG then there may be a charge for the service.

**RECOMMENDATION:** It is recommended that the City enter into a Memorandum of Understanding with the Association of Central Oklahoma Governments for the 9-1-1 Hosted Recording Solution.



HOSTED RECORDING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN \_\_\_\_\_ (CITY/COUNTY) AND  
THE 9-1-1 ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (9-1-1 ACOG)

Our City/County choices to:

- [ ] **OPT OUT:** We wish to opt out of participating in the hosted recording solution being offered by 9-1-1 ACOG through AT&T and their vendor partner Voice Print, Inc. We understand that if we chose to participate at a later date we will be responsible for charges associated with adding this solution.
- [ ] **OPT IN:** We wish to participate in the hosted recording solution being offered by 9-1-1 ACOG through AT&T and their vendor partner Voice Print, Inc. at 9-1-1 ACOG's expense. By opting in we agree to the following terms and conditions:

City/County:

1. Costs associated with connectivity to access the hosted recorder solution are at the expense of city/county.
2. The City/County is responsible to notify AT&T directly of any malfunctions or service issues.
3. The City/County will assign a point of contact for installation, training, and appropriate authority to liaison associated with this project.

9-1-1 Association of Central Oklahoma Governments:

1. 9-1-1 ACOG is responsible for contracting with AT&T through November 1, 2013, for the hosted recording solution outlined in the attachments.
2. 9-1-1 ACOG will provide project management for installation, training and escalation with the vendor to resolve systematic issues associated with the proposed solution.
3. 9-1-1 ACOG does not desire and will assure the members that it has no access or any ability to review call recordings of participating members.

**Limitation of Liability:** To the maximum extent permitted by applicable law, in no event shall 9-1-1 ACOG, be liable for any special, incidental, indirect, or consequential damages whatsoever including, without limitation, damages for loss of profits, data, or any other pecuniary loss arising out of the use of or inability to use the software and the hosted recording solution product or the provision of or failure to provide support services, if 9-1-1 ACOG has been advised of the possibility of such damages. 9-1-1 ACOG's liability for damages arising out of relating to or in any way connected with the relationship of the parties, this agreement and schedules thereto, or the provision or non-provision of products or service (whether in contract or tort) shall in no event exceed the amount paid by end user to 9-1-1 ACOG for the products or the services from which the claim arose.

The parties agree to the allocation of liability set forth in this section. End user acknowledges that without its agreement to the limitations contained herein, the fees charged for the products and services would be higher.

This agreement may be terminated by either party upon thirty (30) days written notice.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
JOHN G. JOHNSON, EXECUTIVE DIRECTOR  
9-1-1 ASSOCIATION OF CENTRAL  
OKLAHOMA GOVERNMENTS

\_\_\_\_\_  
MAYOR OR CHAIRMAN

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT  
BY 121 DATE 12-6-11 18-1



*9-1-1 association of central oklahoma governments*

Chair Ken Bartlett  
Del City Councilmember

Vice-Chair Rachel Butler  
Norman Councilmember

Secretary / Treasurer David Dirkschneider  
Warr Acres Councilmember

Executive Director  
John G. Johnson

August 9, 2011

Steven Lewis, City Manager  
City of Norman  
201 W Gray  
Norman, OK 73070-0370

OFFICE OF  
CITY MANAGER  
AUG 10 2011

Re: 9-1-1 Hosted Recording Solution

Dear Mr. Lewis:

9-1-1 ACOG entered into an agreement with AT&T in April of 2010 for acquisition of a call-taking/answering system provided by Intrado called "VIPER." This system includes a primary server host, satellite workstations, and backroom equipment for each Public Safety Answering Point (PSAP) site in the system and ongoing three-year on-site maintenance and the provisioning of T-1 network facilities constituting our region-wide public safety network.

In the previous 9-1-1 call-taking/answering system utilized by 9-1-1 ACOG, configuration of the system allowed for termination of analog 9-1-1 (CAMA) trunks at each satellite PSAP location, which allowed each PSAP to provision at their expense their own recording system to capture and store voice and data information of incoming 9-1-1 calls for public safety purposes.

In the present VIPER hosted configuration, all analog 9-1-1 (CAMA) trunks are terminated at the host site, not at each PSAP site. Recording solutions purchased and maintained by our member communities continue to record the 9-1-1 call after the dispatcher answers the call. However, some City Attorneys and District Attorneys have become accustomed to obtaining the 9-1-1 call in the interim between when the call is placed and when the dispatcher answers (usually consisting of a few seconds). In order to preserve and maintain the same level of voice and data capture and storage capabilities for the entire 9-1-1 ACOG system, it has become necessary to acquire a recording solution which will attach and capture voice and data at the in-bound analog 9-1-1 trunk, now located at the host site within the AT&T Data Center.

Any recording solution to be provided by 9-1-1 ACOG for its member entities which will be attached to the VIPER host at the AT&T Data Center must and can only be acquired through our contracting partner AT&T. AT&T has advised 9-1-1 ACOG that any additional equipment or additions, such as recording solutions from Voice Products, Inc. to the Viper system must be

August 9, 2011  
Page 2

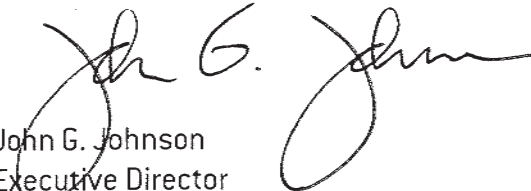
approved and acquired through them if our total system and equipment maintenance service and agreement are to remain viable and in force.

Information associated with this solution is attached. Also attached is the agreement between 9-1-1 ACOG and AT&T for this hosted solution. We ask you review this material with the manager of your 9-1-1 center. We ask that you carefully consider the choices, to participate in the 9-1-1 ACOG regional recording system which will capture the call information before the dispatcher answers the call, or affirmatively elect not to participate in the regional recording system. The regional recording system provides a high level of integrity and security which provisions data retrieval of your information only by you for your use, 9-1-1 ACOG would not have access and does not want access to this pre-answer call information.

There are initiation fees associated with joining in the recording group at the beginning which will be paid by 9-1-1 ACOG. However, if a member elects now not to join the group for recording, but chooses to join at a later time, there will be an initiation fee charged by AT&T for each additional member joining in the solution, and because of budget constraints will result in a direct expense by the city/county for opting into this solution later.

We welcome any questions you have about this proposal.

Sincerely,

  
John G. Johnson  
Executive Director

cc: Lance Terry, PSAP Manager



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: GID-1112-40**

<b>File ID:</b> GID-1112-40	<b>Type:</b> Court Order	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 19	<b>In Control:</b> City Council
<b>Department:</b> Legal Department	<b>Cost:</b> \$12,313.04	<b>File Created:</b> 12/13/2011
<b>File Name:</b> WCC Court Order Argo		<b>Final Action:</b>
<p><b>Title:</b> CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$12,313.04 REGARDING JIMMY DALE ARGO VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2011-09645J.</p> <p><b>ACTION NEEDED:</b> Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims in the amount of \$12,313.04 which will constitute judgment against the City of Norman.</p> <p><b>ACTION TAKEN:</b> _____</p>		

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 19

**Attachments:** Attachment 1 Argo, Court Award, Requisitions

**Project Manager:** Jeanne Snider, Assistant City Attorney

**Entered by:** denise.johnson@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File GID-1112-40

Body

**BACKGROUND:** Mr. Argo is a Traffic Signal Technician who filed Workers Compensation Case No. WCC 2011-09645J on September 8, 2011 alleging cumulative binuary hearing loss with a last date of exposure being December 21, 2010. On October 3, 2011, Mr. Argo added tinnitus to his claim. The case has proceeded through the normal litigation process. A trial was held on November 29, 2011, and the Court awarded Mr. Argo \$11,724.90. The Court

Order is being presented to City Council for consideration. It is recommended that the City comply with this Order.

**DISCUSSION:** Mr. Argo began his employment with the City as a Firefighter on April 1, 1974 and retired as a Captain on September 19, 1996. He returned to City employment as a laborer at the Water Treatment Plant on May 24, 2001. He separated from the City again on July 5, 2002 and returned on October 1, 2002 in the Traffic Division of Public Works.

**Nature of Claim.** Mr. Argo filed this Workers' Compensation Claim for hearing loss in both ears alleging cumulative trauma to both ears due to repetitive exposure to loud noise from jack hammers, concrete saws and chop saws. Mr. Argo added a claim of tinnitus to his ears on October 3, 2011.

**Issues for Trial.** The issues presented at trial were the issues of nature and extent of his hearing loss and continuing medical maintenance. Nature and extent is determined by the trial judge based on the claimant's testimony and expert medical evidence. The Workers' Compensation Court Judge is free to accept either doctors' opinion or find anywhere within the range of competent medical evidence presented. Permanent Partial Disability ("PPD") is a factual determination made by the Workers' Compensation Court trial judge based upon the evaluating doctors' opinions regarding the extent of permanent partial impairment.

On September 29, 2011, Mr. Argo was evaluated by Dr. Stephen Wilson, who opined 14.4% PPD to his binaural hearing and 5% PPD to chronic tinnitus, or a total of 19.4% PPD. Further, Dr. Wilson found there to be a 2% pre-existing hearing loss which adjusts the total PPD rating to 17.4%. This rating equates to \$18,546.66 PPD. Dr. Wilson further opined that Mr. Argo would need continued medical care for hearing aids and testing. On November 21, 2011, Mr. Argo was evaluated by the City's doctor, Dr. LeRoy Young, who opined 0% PPD to his binaural hearing and no tinnitus attributable to his current position in Public Works. He also did not recommend continued medical maintenance nor hearing aids. He did feel that Mr. Argo has sustained a 15.6% binaural hearing loss that is pre-existing. This rating equates to \$0. The trial judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Mr. Argo for his injury is \$18,546.66

**Court Award.** This case was heard by the Workers' Compensation Court on November 29, 2011. After hearing the Claimant's testimony and considering the expert medical evidence, the Court entered its Order on November 30, 2011. The Court opined that Claimant sustained 8% PPD to binaural hearing and 3% PPD to tinnitus. The Court's findings are set out in Paragraph No. 3 of the Order, as follows (*see* Attachment No. 1):

"THAT as a result of said injury, claimant sustained 8 percent BINAURAL HEARING LOSS (over and above pre-existing 5% disability) and 3 percent for TINNITUS, for which claimant is entitled to compensation for 36.3 weeks at \$323.00 per week, or the total amount of



\$11,724.90 of which 14 weeks have accrued and shall be paid in a lump sum of \$4,522.00.”

As can be noted in Paragraph No. 3 of the Court’s Order, PPD compensation is expressed in terms of “weeks” of compensation with an accompanying “weekly wage rate.” Workers’ Compensation awards are normally paid at the weekly rates over a period of time. Mr. Argo’s weekly wage PPD rate is \$323. In this instance, a portion of the award has accrued and an additional three weeks will accrue for processing and placing on the Council Agenda.

Further, the Court also ordered that Mr. Argo be provided with continuing medical maintenance as set out in Paragraph No. 4:

“THAT respondent shall provide the claimant with reasonable and necessary continuing medical maintenance for HEARING AIDS with repair and replacement until further order of the Court. The Court reserves the right to modify or terminate this benefit upon application of either party.”

If approved by Council, Mr. Argo and his attorney will be paid the accrued lump sum amounts and attorney’s fee. (See Attachment No. 1)

The City will incur additional costs and Workers’ Compensation filing fees in the total amount of \$462.44 as set out in Paragraph Nos. 6 and 7 of the Order, plus Cleveland County filing fee of \$125.70.

The total cost of this Order to \$12,313.04.

**RECOMMENDATION:** The issues tried on November 29, 2011 were the nature and extent of Mr. Argo’s injuries and continuing medical maintenance. The Award is within the medical evidence submitted in that it is slightly higher than one-half the difference between the medical evaluations. In light of the years of service to the City, it is not anticipated a more favorable ruling for the City could be achieved by further litigation. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined in Attachment No. 2. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City’s Workers’ Compensation Fund over the next three years.

ATTACHMENT NO. ONE

JIMMY DALE ARGO  
WCC 2011-09645 J  
(Binaural Hearing)

DESCRIPTION	AMOUNT
PPD (8% Binaural Hearing)	\$ 8,527.20
PPD (3% Tinnitus)	\$ <u>3,197.70</u>
<b>Total Award</b>	<b>\$ 11,724.90</b>
Lump Sum Payment:	
Accrued 14 weeks @ \$323 (per Order)	\$ 4,522.00
Add'l 3 @ \$323 weeks for City Council/Finance Processing	\$ <u>969.00</u>
<b><u>Total Lump Sum to Claimant</u></b>	<b>\$ 5,491.00</b>
Attorney's Fee (per Order)	\$ <u>2,344.98</u>
<b>Total Lump Sum to Claimant &amp; Attorney</b>	<b>\$ 7,835.98</b>
<b>Balance to be paid in weekly payments until paid</b>	<b>\$ 3,888.92</b>

The balance of the Order, \$3,888.92 will be paid in weekly payments of \$323/week until paid in full. Payments begin the week ending of December 30, 2011 through the week ending March 19, 2012.

Also, as noted, in Paragraph Nos. 6 & 7 of the Order, the City will incur additional costs, fees and filing fee in Cleveland County as follows:

DESCRIPTION	AMOUNT
Workers' Compensation Admin Fund Tax	\$ 234.50
Special Occupational Health & Safety Fund Tax	\$ 87.94
Filing Fee (Workers' Comp Court)	\$ 140.00
Filing Fee (Cleveland County District Court)	\$ <u>125.70</u>
<b>Total costs &amp; fees to the City of Norman</b>	<b>\$ 588.14</b>

The total cost of this Order to the City would be \$12,313.04.

**FILED**

WORKERS' COMPENSATION COURT  
STATE OF OKLAHOMA  
November 30, 2011  
Robert L. Tharp  
COURT CLERK

1

2

2

2

2

—

1

1

## 19-2

- 3 -

THAT as a result of said injury, claimant sustained 8 percent BINAURAL HEARING LOSS (over and above pre-existing 5% disability) and 3 percent for TINNITUS, for which claimant is entitled to compensation for 36.3 weeks at \$323.00 per week, or the total amount of \$11,724.90 of which 14 weeks have accrued and shall be paid in a lump sum of \$4,522.00.

- 4 -

THAT the respondent shall provide the claimant with reasonable and necessary continuing medical maintenance for HEARING AIDS with repair and replacement until further order of the Court. The Court reserves the right to modify or terminate this benefit upon application of either party.

- 5 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of \$4,522.00 and pay the balance of said award at the rate of \$323.00 per week until the total award of \$11,724.90 (less attorney fee) has been paid to claimant.

- 6 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$87.94, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$234.50 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 7 -

THAT pursuant to Title 85 O.S. Section 368, a final award fee of one hundred forty dollars (\$140.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator.

- 8 -

THAT the sum of \$2,344.98 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within 20 days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ 

MICHAEL J HARKEY, JUDGE

pg/KAmos

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: WILLIAM E WOODSON  
307 E EUFAULA  
NORMAN, OK 73069-6020

Respondent's Attorney: R BLAINE NICE  
PO BOX 370  
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

*Robert J. Sharp*



Court Clerk  
November 30, 2011



PURCHASE REQUISITION NBR: 0000194806

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL  
REASON: WORKERS COMP AWARD

DATE: 12/06/11

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: JIMMY ARGO & WILLIAM WOODSON

DELIVER BY DATE: 12/14/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	WORKERS COMP AWARD	1.00	EA	7835.9800	7835.98	✓
---	--------------------	------	----	-----------	---------	---

ARGO V. CON; WC 2011-09045 J (HEARING) CONTINGENT  
UPON COUNCIL APPROVAL ON 12-12-11. MAKE CHECK PAY  
ABLE TO JIMMY ARGO AND WILLIAM WOODSON IN THE AMOU  
NT OF \$7,835.98. SEPARATE CHECK; RETURN CHECK TO  
LEGAL.

COMMODITY: INSURANCE, ALL TYPES  
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 7835.98

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	0433002415213: Other Salary, Orders/Settlements	100.00	7835.98

REQUISITION COMMENTS:

MAKE CHECK PAYABLE TO JIMMY ARGO & WILLIAM WOODSON  
IN THE AMOUNT OF \$7,835.98. SEPARATE CHECK; RETUR  
N CHECK TO LEGAL.

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 000019400

REQUISITION BY: DJOHNSON      STATUS: DIVISION APPROVAL      DATE: 12/06/11  
REASON: WORKERS COMP ADMIN TAX FUND  
SHIP TO LOCATION: LEGAL DEPARTMENT      SUGGESTED ENDOR: ✓ 2257 WORKMANS COMPENSATION      DELIVER BY DATE: 12/14/11

1 WORKERS COMP ADMIN TAX FUND      1.00 EA      234.5000      234.50 ✓      2257  
ARGO V. CON; WC 2011-09645 J (HEARING); CONTINGENT  
UPON COUNCIL APPROVAL ON 12-12-11. SEPARATE CHEC  
K; RETURN CHECK TO LEGAL.  
COMMODITY: INSURANCE, ALL TYPES  
SUBCOMMOD: WORKER'S COMPENSATION  
REQUISITION TOTAL: 234.50

ACCOUNT INFORMATION			
LINE #	ACCOUNT	PROJECT	AMOUNT
1	04330024152133	Other Salary Administration Fund	234.50
			234.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000194808

REQUISITION BY: DJOHNSON      STATUS: DIVISION APPROVAL      DATE: 12/06/11  
REASON: WORKERS COMP OCCUP : HEALTH TRUST FUND  
SHIP TO LOCATION: LEGAL DEPARTMENT      SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN      DELIVER BY DATE: 12/14/11

1 WORKERS COMP OCCUP & HEALTH TRUST FUND      1.00 EA      87.9400      87.94      1.050  
ARGO W. CON; WC 2011-09645J (HEARING) CONTINGENT U  
PON COUNCIL APPROVAL ON 12-13-11; SEPARATE CHECK;  
RETURN CHECK TO LEGAL.  
COMMODITY: INSURANCE, ALL TYPES  
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 37.94

ACCOUNT INFORMATION				AMOUNT
LINE #	ACCOUNT	PROJECT		
1	04330024152135	Other Salary; Spec Occ Health & Safety	100.00	87.94

REQUISITION COMMENTS:  
SEPARATE CHECK; RETURN CHECK TO LEGAL.

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 000014810

REQUISITION BY: DJOHNSON      STATUS: DIVISION APPROVAL      DATE: 12/05/11  
REASON: WORKERS COMP FILING FEE  
SHIP TO LOCATION: LEGAL DEPARTMENT      SUGGESTED VENDOR: 2264 WORKERS' COMPENSATION COURT      DELIVER BY DATE: 12/14/11

1 WORKERS COMP FILING FEE      1.00 EA      140.0000      140.00      2268  
ARGO V. CYN; WC 11-03645J (HEARING) CONTINGENT UPO  
N COUNCIL APPROVAL ON 12-13-11; SEPARATE CHECK; RE  
TURN CHECK TO LEGAL.  
COMMODITY: INSURANCE, ALL TYPES  
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 140.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	04330024154704	Miscellaneous Services Other Filing Fees	140.00
			140.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000194812

REQUISITION BY: DJOHNSON      STATUS: DIVISION APPROVAL      DATE: 12/06/11  
REASON: WORKERS COMP CLEVELAND COUNTY FILING FEE  
SHIP TO LOCATION: LEGAL DEPARTMENT      SUGGESTED VENDOR: ✓ 434 CLEVELAND COUNTY COURT CLERK      DELIVER BY DATE: 12/14/11

1 WORKERS COMP CLEVELAND COUNTY FILING FEE      1.00 EA      125.7000      125.70 ✓      434  
ARGO W. CON; WC 11-09045J (HEARING); SEPARATE CHEC  
K; RETURN CHECK TO LEGAL.  
COMMODITY: INSURANCE, ALL TYPES  
SUBCOMMOD: WORKER'S COMPENSATION  
REQUISITION TOTAL: 125.70

ACCOUNT INFORMATION			
LINE #	ACCOUNT	PROJECT	AMOUNT
1	04330024154703 ✓ Miscellaneous Services District Court Filing Fee	100.00	125.70
			125.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.  
REQUISITION COMMENTS:  
SEPARATE CHECK; RETURN CHECK TO LEGAL.





# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: R-1112-79**

<b>File ID:</b> R-1112-79	<b>Type:</b> Resolution	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 20	<b>In Control:</b> City Council
<b>Department:</b> City Clerk Department	<b>Cost:</b>	<b>File Created:</b> 11/21/2011
<b>File Name:</b> R-1112-79 Notice of Election	<b>Final Action:</b>	

**Title:** RESOLUTION NO. R-1112-79: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-79.

ACTION TAKEN: \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 20

**Attachments:** Call for Municipal Election 2011, Pert Excerpts  
November 22 Conf. Minutes

**Project Manager:** Brenda Hall, City Clerk

**Entered by:** Ellen.Usry@NormanOK.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File R-1112-79

Body

**BACKGROUND:** Oklahoma House Bill 1615 was passed on May 10, 2011, creating the Let the Troops Vote Act (LTVA). This act impacts municipal elections by specifying months available to hold elections.

The Bill directly affected the City of Norman City Council elections and its Charter. Article II, Section 5 of the City Charter provides that by a resolution passed each December, the City Council shall designate a date in March of the following year for the holding of Norman's municipal election. Article II, Section 6 of the City Charter goes on to provide for a municipal runoff election to take place on a date in May of the same year.

City Council, in its meeting of August 23, 2011, adopted Ordinance No. O-1112-7 amending the City of Norman Charter as it relates to the designation of dates for the municipal and municipal runoff elections to comply with what is provided under current state law and Ordinance No. O-1112-8 calling for a Special Election on November 8, 2011, for the purpose of submitting to the voters the question of approving Ordinance No. O-1112-7. The voters approved the proposition 87.79%.

**DISCUSSION:** Section 4 of the Let the Troops Vote Act states that no election shall be held by any municipality or other entity authorized to call elections except on the first Tuesday in March and April, the second Tuesday of January (except for January 2012) and February, the last Tuesday in June, the fourth Tuesday in August, and the first Tuesday after the first Monday in November in even-numbered years.

Article II, Section 5 of the City Charter provides for the Council to set by a resolution the dates of Norman's municipal elections for the following year.

City Council met in Conference on November 22, 2011, to discuss establishing the dates for the 2012 City Council Elections. The options available are as follows:

**MUNICIPAL ELECTION**

March 6, 2012  
*Presidential Preferential  
Primary Election*

March 6, 2012  
*Presidential Preferential  
Primary Election*

April 3, 2012

**RUN-OFF ELECTION**

April 3, 2012

June 26, 2012  
*State Primary Election*

June 26, 2012  
*State Primary Election*

Councilmembers discussed the three options and there was support for the March-April scenario and the April-June scenario. Some members of Council felt conducting the primary election in March would result in higher voter turnout since it was the Presidential Preferential Primary. Others favored an April primary as warmer weather would make it easier to campaign in the neighborhoods getting it past the winter weather conditions.

The resolution included in your agenda includes the April-June scenario as that was the consensus of Council at the conference. However, if Council desires an amendment can be made at the meeting to alter the dates. I have included a copy of the minutes from the Council Conference highlighting the discussion for your review.

The filing dates set by Charter for City Council elections are the second Monday, Tuesday, and Wednesday of January (January 9-11, 2012).

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA, GIVING THE SECRETARY OF  
THE CLEVELAND COUNTY ELECTION BOARD NOTICE  
OF 2012 MUNICIPAL AND MUNICIPAL RUNOFF  
ELECTIONS.

- § 1. WHEREAS, Title 11 of the Oklahoma Statutes, §16-102, requires that if a municipality governed by Charter schedules a regular or special election for municipal office on the same date as an election involving state or federal offices, the filing period for such municipal office shall be scheduled on a Monday, Tuesday and Wednesday not less than fifteen (15) days nor more than twenty (20) days following the date of the resolution or order; and
- § 2. WHEREAS, Title 26 of the Oklahoma Statutes, §13-102, requires Notice of Election be filed with the Secretary of the Cleveland County Election Board by Resolution of the City Council no fewer than fifteen (15) days before the filing period begins; and
- § 3. WHEREAS, Article II, Section 5, of the Charter of the City of Norman requires that City Council adopt a resolution in December to designate a date for a non-partisan Municipal Election for the election of officers, such election will be held on Tuesday, April 3, 2012; and
- § 4. WHEREAS, a filing period shall be opened by the Cleveland County Election Board beginning at 8:00 a.m. on Monday, January 9, 2012, and ending at 5:00 p.m. on Wednesday, January 11, 2012; and
- § 5. WHEREAS, Article II, Section 6, of the Charter of the City of Norman requires that City Council adopt a resolution in December to designate a date for a non-partisan Municipal Runoff Election for the election of officers, such election will be held on Tuesday, June 26, 2012, subject to the provisions for the ipso facto election of an officer in the Municipal Election found in Article II, Section 17; and
- § 6. WHEREAS, said elections aforementioned in Sections 2 and 4 shall be held to elect Councilmembers filling Ward position numbers two (2), four (4), six (6), and eight (8) for terms of two (2) years; and
- § 7. WHEREAS, each candidate must be a registered voter of the City of Norman for six (6) months prior to the date of the Municipal Runoff election and in the case of Ward City Councilmembers, a candidate must reside in the ward from which they seek election on the date of filing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

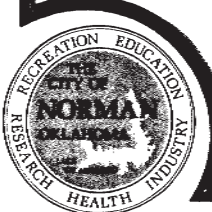
- § 8. That notice be given of the 2012 Municipal and Municipal Runoff Elections by transmittal of this Resolution to the Secretary of the Cleveland County Election Board.

PASSED AND ADOPTED this 20th day of December, 2011.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



Items submitted for the record

1. Memorandum dated November 14, 2011, from Brenda Hall, City Clerk, to Honorable Mayor and City Councilmembers
2. Legislatively notated copy of Ordinance No. O-1112-15
3. City Council Oversight Committee meeting minutes of May 4, 2011
4. Pertinent excerpts from City Council meeting minutes of July 26, 2011
5. Enforcement Authority meeting minutes of August 29, 2011
6. City Council Oversight Committee meeting minutes of September 7, 2011, and November 2, 2011

Item 2, being:

DISCUSSION REGARDING ESTABLISHING THE DATES FOR THE 2012 CITY COUNCIL ELECTIONS.

Ms. Hall said in 2009, the Military Overseas Voter Empowerment (MOVE) Act was passed into law requiring states to dispatch absentee ballots forty-five days before any federal and state election to ensure they receive the ballots and have time to return them. As a result of MOVE, Oklahoma House Bill 1615 was passed on May 10, 2011, creating the Let the Troops Vote Act (LTVA). This act impacts municipal elections by specifying months available to hold elections. Article II, Section 5, of the City Charter provides that by a resolution passed each December, the City Council shall designate a date in March of the following year for holding a municipal election. Article II, Section 6, goes on to provide for a municipal runoff election to take place on a date in May of the same year.

City Council, in its meeting of August 23, 2011, adopted Ordinance No. O-1112-7 amending the Charter as it relates to the designation of dates for the municipal and municipal runoff elections to comply with what is provided under current state laws and Ordinance No. O-1112-8 calling for a Special Election on November 8, 2011, for the purpose of submitting to the voters the question of approving Ordinance No. O-1112-7, which voters approved by 87.79%.

Section 4 of LTVA states that no election shall be held by any municipality or other entity authorized to call elections except on the first Tuesday in March and April; the second Tuesday of January (except for January 2012) and February; the last Tuesday in June; the fourth Tuesday in August; and the first Tuesday after the first Monday in even-numbered years or the second Tuesday of January, February, May, June, July, August, September, October, and November and the first Tuesday in March and April in odd-numbered years.

Ms. Hall said Council previously discussed possible dates of April 3, 2012, as the municipal election and June 26, 2012, as the runoff election; however, other available dates are March 6, 2012 (Presidential Preferential Primary Election), as the municipal election and April 3, 2012, as the runoff election or March 6, 2012, as the municipal election and June 26, 2012 (State Primary Election), as the runoff election.

Ms. Hall said if Council chooses to hold the election on a date where a state or federal election is scheduled, the only cost to the City would be printing the ballots, which would save the City approximately \$10,000 to \$15,000 for a Council election and \$20,000 if an issue was included with the Council election making it a citywide election.

Ms. Hall said the current Charter requires Council to set by resolution in December the municipal election dates for the coming year and the resolution will be scheduled on a Special Session meeting agenda on December 20, 2011. She said the filing dates set by Charter for City Council elections are the second Monday, Tuesday, and Wednesday of January, which would be January 9 through 11, 2012, and she asked for Council's preference on election dates.

Councilmember Kovach asked if Council could hold an election in March and April since 45 days are required between elections and Ms. Hall said, after reviewing the language further, she found the requirement does not apply to local offices, only state and federal offices. Ms. Hall said the meeting to swear in elected officials would still take place the first Tuesday in July. She said Council had previously discussed an April-June election because that would be right before seating in July, but the other options would work as well.



Councilmember Kovach said Councilmembers have long lamented the lack of voter turnout during Council elections and felt that having the election on the same date as a state or federal election would get more voters involved so he preferred a March-April election. Mayor Rosenthal felt an April-June election makes more sense as there has been such inclement weather in January and February, which she believes impedes candidates' opportunities to knock on doors and meet constituents. Councilmember Lockett said she had been involved in a runoff during her campaign and felt there was too long a period between April and June and felt it would be an unnecessary burden on the candidates as well as voters. She said weather affects everyone, but she knocked doors in a snowstorm during her campaign and believes that got her more votes than she would have normally received. Councilmember Kovach said in the period between the general election and runoff there are no forums and less press coverage and felt it was harder to generate public interest. It also attracted smaller numbers of voters because citizens assumed a candidate had been elected. Mayor Rosenthal felt that a disadvantage of a March-April election is the long period before elected members are seated in July. She also felt it would be a mistake to place a non-partisan election on a very partisan electoral cycle such as the presidential primary election. Councilmember Gallagher agreed with Councilmember Lockett and felt that 60 days or more between elections loses voters and interest. Councilmember Dillingham said all candidates have knocked doors in inclement weather, but the most important goal is to keep citizens involved and focused on the local election. Councilmember Spaulding felt voter turnout for local elections would always be low, but if the City can have an election on a date where voter turnout is high it will only encourage more participation. He said not to hold an election on a date with higher voter turnout does not make sense to him. Councilmember Kovach said no matter what dates are chosen, there will be a partisan issue on the ballot so the City should hold its election in March and April for a shorter runoff period, spring climate, and higher voter turnout. Councilmember Ezzell said he prefers the April 3, 2011, election date although he did not like the longer period of time to the runoff. He asked Ms. Hall how many times the City has had a runoff and Ms. Hall said she could remember three within the last ten years. Councilmember Griffith said after the recent restructuring of Wards by the Reapportionment Commission, his Ward has grown and he would like more time to meet with new constituents so he preferred April-June. Mayor Rosenthal agreed and said because of the new Ward boundaries, there is real merit in having the extra time between the filing date in January and the election. Councilmember Quinn agreed and said it is important to have more time with constituents prior to the general election so he would lean toward an April-June election.

Mayor Rosenthal asked Staff to draft the Resolution for the April 3, 2011, election since there seemed to be a consensus for that date. Councilmember Gallagher suggested drafting two resolutions for Council to decide which option they wanted and Councilmember Ezzell felt that was unnecessary as Council could amend one resolution.

Items submitted for the record

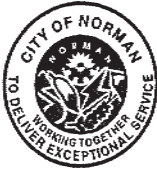
1. Memorandum dated November 16, 2011, from Brenda Hall, City Clerk, to Honorable Mayor and Councilmembers

Item 3, being:

DISCUSSION REGARDING THE FYE 2013 CAPITAL BUDGET.

Ms. Linda Price, Revitalization Manager, said the Capital Improvements Plan (CIP) is a multi-year plan of public infrastructure improvements and expansion that allows for a variety of projects that are beneficial to the City. She offers a vital link to the 2025 Land Use and Transportation Plan; allows the City to plan projects over a number of years; ensures that plans for community facilities are carried out; improves coordination and scheduling of public improvements that require more than one year to construct; and provides an opportunity for residents and community interest groups to participate in decisions that impact their quality of life.





# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: R-1112-89**

<b>File ID:</b> R-1112-89	<b>Type:</b> Resolution	<b>Status:</b> Consent Item
<b>Version:</b> 1	<b>Reference:</b> Item No. 21	<b>In Control:</b> City Council
<b>Department:</b> Public Works Department	<b>Cost:</b> \$7,067.00	<b>File Created:</b> 12/05/2011
<b>File Name:</b> R-1112-89 Request to appropriate funds for the purchase of traffic signal parts for developer funded upgrades		<b>Final Action:</b>

**Title:** RESOLUTION NO. R-1112-89: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$7,067 FROM THE CAPITAL PROJECT CURRENT LIABILITY/SITE IMPROVEMENTS ACCOUNT TO PURCHASE TRAFFIC SIGNAL PARTS FOR UPGRADES TO THE INTERSECTION OF WEST MAIN STREET AND INTERSTATE DRIVE/26TH AVENUE FUNDED BY THE DEVELOPER OF MURDOCK ADDITION.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-89

ACTION TAKEN: \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 21

**Attachments:** R-1112-89, Memo regarding Murdock traffic impact fees, Check from COMCO, FINAL PLAT, Site Plan - Murdock Addition, Aerial Map - Main & 26th Location

**Project Manager:** David Riesland, Assistant Traffic Engineer

**Entered by:** michelle.rudder@NormanOK.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File R-1112-89

Body

**BACKGROUND:** The Murdock Addition is located on the south side of Main Street west of 24th Avenue SW and east of 26th Drive. The proposed redevelopment of the previous Marc Heitz Chevrolet dealership will feature 61,512 square feet of mixed use commercial and office

development as proposed on the preliminary plat. The total development is expected to generate approximately 5,718 trips per day. Because of the development's size and traffic generation potential, the applicant was required to conduct a comprehensive traffic impact analysis. The study was completed by Traffic Engineering Consultants, Inc., and was submitted in February, 2010. City Council approved the final plat for Murdock Addition on April 27, 2010.

The traffic impact study is a detailed analysis that evaluates future peak hour traffic conditions. The findings of the study, which projected traffic volumes to the year 2012, showed that the nearby intersections affected by the additional development traffic were expected to operate within the required levels of service with the implementation of one off-site traffic improvement. This involves the modification of the existing traffic signal at the Main Street intersection with 26th Drive/Interstate Drive to provide protected/permissive left-turn capabilities for the two side-street approaches. This will replace the permissive only left-turn phases for the side-street left-turns currently provided. The conversion to protected/permissive left turns will improve traffic conditions, particularly side street approaches to Main Street, at the intersection. As a condition of approval of the Murdock Addition final plat, the developer is required to fund 100 percent of the costs associated with this signal modification.

**DISCUSSION:** An estimate of probable cost for City forces to implement these changes was developed and delivered to the developer. This estimate included all equipment necessary to implement flashing yellow arrows (the preferred method for operating protected/permissive left-turns in Norman) on the northbound and southbound approaches to the intersection. On August 21, 2011, \$7,066.13 was collected from COMCO, the developer, for the costs associated with a traffic signal upgrade at the intersection of Main Street with Interstate Drive/26th Drive. The funds were deposited into Account No. 050-0000-229.24-11, Current Liabilities and Site Improvements Cash.

**STAFF RECOMMENDATION:** Staff recommends approval of a \$7,067 appropriation of funds from Account No. 050-0000-229.24-11 (Current Liabilities and Site Improvements Cash) to Account No. 010-5023-429.32-12 (Traffic Signal Parts). These funds will be used for the traffic signal parts necessary to complete the upgrade to the existing traffic signal. City staff will provide the labor and equipment necessary to install the parts and to implement all changes to the existing traffic signal. This project will be completed by the end of February, 2012.

R-1112-89

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$7,067 FROM THE CAPITAL PROJECT CURRENT LIABILITY/SITE IMPROVEMENTS ACCOUNT TO PURCHASE TRAFFIC SIGNAL PARTS FOR UPGRADES TO THE INTERSECTION OF WEST MAIN STREET AND INTERSTATE DRIVE/26TH AVENUE FUNDED BY THE DEVELOPER OF MURDOCK ADDITION.

- § 1. WHEREAS, the developer of Murdock Addition was required to conduct a comprehensive traffic impact analysis and
- § 2. WHEREAS, the traffic impact study shows that projected traffic volumes at nearby intersections affected by the additional development traffic were expected to operate within the required levels of service with the implementation of one off-site traffic improvement; and
- § 3. WHEREAS, as a condition of approval of the Murdock Addition final plat, the developer was required to fund 100% of the costs associated with the required signal modification; and
- § 4. WHEREAS, the developer submitted \$7,066.13 for the costs associated with the traffic signal upgrade; and
- § 5. WHEREAS, the funds were deposited into the Current Liabilities and Site Improvements account and these funds are needed to make the necessary improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 6. Staff is requesting the following appropriation for the reason as stated above:

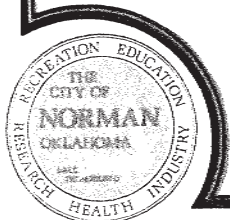
Account Name	Losing Account	Gaining Account	Amount
Traffic Signal Parts	050-0000-229.24-11	010-5023-429.32-12	\$7,067

PASSED AND ADOPTED this 20th day of December, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

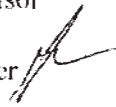
\_\_\_\_\_  
City Clerk







# office memorandum

**DATE:** August 23, 2011  
**TO:** Martha Lipps, Revenue Collection Supervisor  
**FROM:** Angelo A. Lombardo, City Traffic Engineer 

**SUBJECT:** Traffic Impact Fees for Murdock Addition

Enclosed you will find check No. 1130 from COMCO in the amount of \$7,066.13. Please deposit these funds in Account No. 050-0000-229.24-11 (Current Liabilities and Site Improvements Cash).

The approval of the preliminary plat for Murdock Addition included a Traffic Impact Study that identified the need to modify the traffic signal at the intersection of Main Street and Interstate Drive / 26<sup>th</sup> Drive. The specific improvements consist of additional signal heads, new signal controller, load switches, malfunction management unit, wiring and the signs necessary for the installation of left turn flashing yellow arrows displays for the north / south traffic.

Let me know if you have any questions or need additional information.

AAI.

Attachment

cc: Shawn O'Leary, Director of Public Works  
Ken Danner, Development Coordinator  
David Riesland, Assistant Traffic Engineer  
Gary Jennings, Traffic Control Supervisor

1130

COMCO  
6250 BLUE HILLS COURT  
NORMAN, OK 73066

DATE 8-24-11

24-25  
11-12

PAY TO THE  
ORDER OF

CITY OF NORMAN

\$ 7066.13

Seven Thousand Sixty Six Dollars <sup>13</sup>/<sub>100</sub> DOLLARS



1-866-299-7047  
www.first-fidelity.com

FOR

Full Term Life

26<sup>th</sup> of 100

Chiffon

# FINAL PLAT OF MURDOCK VILLAGE ADDITION, PHASE 2 A REPLAT OF A PORTION OF LOT 1 AND 1A OF BLOCK 3 NORMANDY ACRES FIRST SUBDIVISION Norman, Cleveland County, Oklahoma

THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL  
STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION  
FOR PROFESSIONAL SURVEYORS AND LAND SURVEYORS FOR  
THE STATE OF OKLAHOMA.

## CERTIFICATE OF COUNTY TREASURER

I, Shawn Smith, Treasurer of Cleveland County, State of Oklahoma, hereby certify that the plat of survey shown on the first page of this plat of survey meets the minimum technical standards as adopted by the Board of Registration for Professional Surveyors and Land Surveyors for the State of Oklahoma, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer.

IN WITNESS WHEREOF, I and County Treasurer have caused this  
certificate to be executed at Norman in Cleveland County,  
State of Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

County Treasurer - Shawn Smith

## SURVEYOR'S CERTIFICATE

I, Shawn Smith, Professional Land Surveyor No. 1483 in the State of Oklahoma, hereby certify that the first page of this plat of survey meets the minimum technical standards as adopted by the Board of Registration for Professional Surveyors and Land Surveyors for the State of Oklahoma, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer.

Shawn Smith, PLS #1483  
Shawn Smith Surveying, Inc.

## BONDED ABSTRACTOR'S CERTIFICATE

I, Shawn Smith, Professional Land Surveyor No. 1483 in the State of Oklahoma, hereby certify that the first page of this plat of survey meets the minimum technical standards as adopted by the Board of Registration for Professional Surveyors and Land Surveyors for the State of Oklahoma, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer.

DECEASED OF Norman, Cleveland County, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FIRST MARRIAGE FILE AND TRUST COMPANY

VICE PRESIDENT

Secretary

State of Oklahoma

County of Cleveland

Before me, the undersigned, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared \_\_\_\_\_, known to me to be the individual person who executed the within and foregoing instrument, and being duly sworn, depose and say that the contents of the within and foregoing instrument are true and correct, and that the person who executed the within and foregoing instrument is the same person who executed the within and foregoing instrument.

IN WITNESS my hand and seal, I give this my commission to be a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer.

My Commission Expires the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public

## CITY PLANNING COMMISSION APPROVAL

I, \_\_\_\_\_, Chairman of the Norman Planning Commission, do hereby approve this plat of survey on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Chairman

City of Norman, Oklahoma

Attest: \_\_\_\_\_

Attest City Clerk - Shawn Smith

## ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, that the within and foregoing instrument, being a plat of survey, is hereby accepted for record and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer.

Attest: \_\_\_\_\_

Attest City Clerk - Shawn Smith

## OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS

THAT COMCO, L.L.C., an Oklahoma Limited Liability Company, hereby certifies that it is the owner of and the only person or entity having any right, title, or interest in a tract of land shown on the first page of this plat of survey, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer.

A tract of land being a part of Lot One (1), Block Three (3), Normandy Acres First Subdivision, being a part of the Northeast Quarter (NE 1/4) of Section Thirty-five (35), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter (NE 1/4) of Section Thirty-five (35),

Thence South 89°42'27" West, along said north line of said NE 1/4 a distance of 351.80 feet;

Thence South 00°01'58" West, parallel to the west line of Lot One (1), Block Three (3), Normandy Acres First Subdivision, a distance of 90.00 feet to the northeast corner of said Northeast Quarter (NE 1/4) of Section Thirty-five (35),

Thence East, along the east line of said Northeast Quarter (NE 1/4) of Section Thirty-five (35), a distance of 351.80 feet to the northeast corner of said Northeast Quarter (NE 1/4) of Section Thirty-five (35),

Thence North 89°42'27" East, along said south right-of-way line of West Main Street a distance of 209.50 feet to the POINT OF BEGINNING.

Said tract containing 3.726 acres, more or less.

The basis of banking for this property description is North 89°42'27" East along the south line of Lot One (1), Block Three (3) as shown on the plat of survey.

This property description was prepared on April 7, 2011, by Shawn Smith, PLS #1483.

They further certify that they have acquired the same to be conveyed and plat this plat, as shown on said Plat First, which said Plat First, is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer.

IN WITNESS my hand and seal, I give this my commission to be a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer, and that the plat of survey is a true and correct copy of the original plat of survey on file in the office of the County Treasurer.

My Commission Expires the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

COMCO, L.L.C., an Oklahoma Limited Liability Company

By: \_\_\_\_\_

Cliff Murdoch, Manager

State of Oklahoma

County of Cleveland

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the Manager of COMCO, L.L.C., an Oklahoma Limited Liability Company, whose my hand and seal and the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public

Date of Last Field Visit: April 8, 2011

Surveyed By: Shawn Smith PLS #1483 of

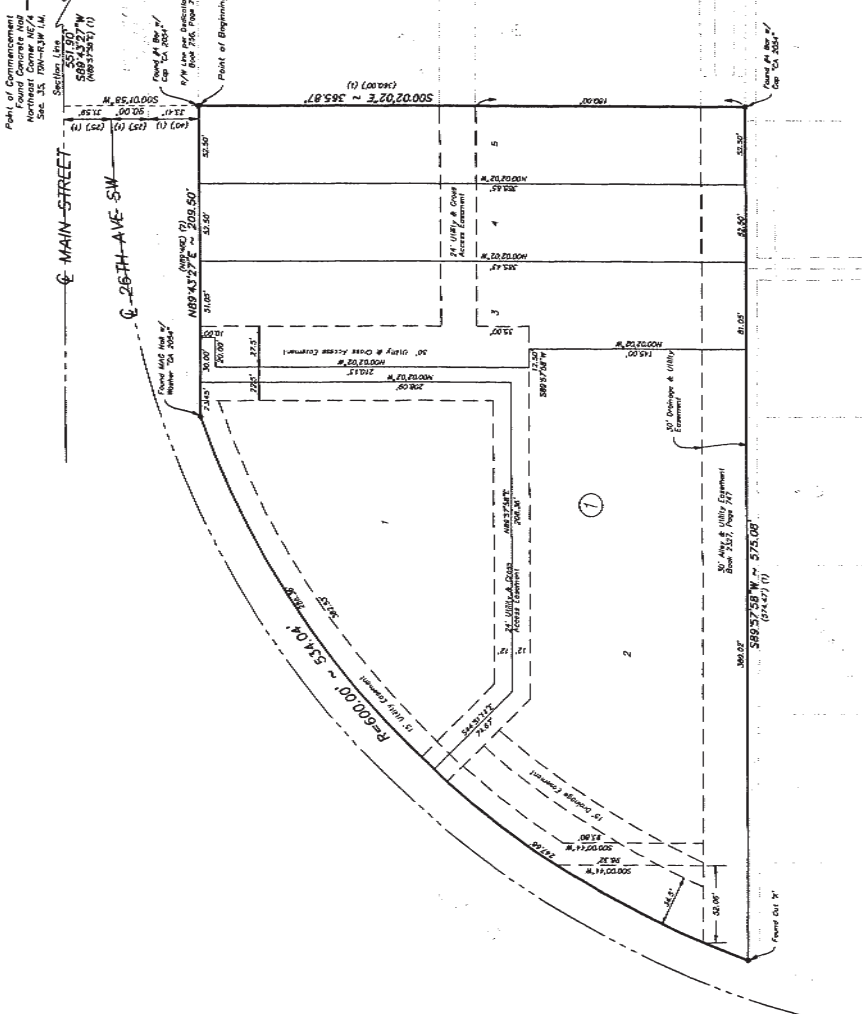
Engineering By: Shawn R. Smith PLS #1484 of

Shawn R. Smith Surveying, Inc.

CARDINAL  
ENGINEERING

1 CARDINAL COMPANY  
2228 BART CORNER DRIVE - NORMAN, OK 73072  
PH: (405) 296-5641 • FAX: (405) 296-5640  
CA #0054 EXP. DATE 6/30/12  
http://www.lemme-llc.com

Marked Village Addition, Phase 2  
SHEET 1 OF 1



(1) Indicates bearing and/or distance as shown on Normandy Acres First Subdivision, Plat of Survey, Block 3, Normandy Acres First Subdivision, Cleveland County, Oklahoma.

(2) Indicates bearing and distance as shown on Dedication Deed Book 276, Page 276.

Scale: 1" = 40'

North Arrow

Location Map

24th Avenue SW

36th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

36th Avenue SW

24th Avenue SW

W Lindsey Street

W Main Street

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
1997-01-01	Balance			100.00
1997-01-15	Payment	20.00		80.00
1997-02-01	Interest		5.00	85.00
1997-02-15	Payment	15.00		70.00
1997-03-01	Interest		4.00	74.00
1997-03-15	Payment	10.00		64.00
1997-04-01	Interest		3.00	67.00
1997-04-15	Payment	8.00		59.00
1997-05-01	Interest		2.00	61.00
1997-05-15	Payment	6.00		55.00
1997-06-01	Interest		1.00	56.00
1997-06-15	Payment	4.00		52.00
1997-07-01	Interest		1.00	53.00
1997-07-15	Payment	3.00		50.00
1997-08-01	Interest		1.00	51.00
1997-08-15	Payment	2.00		49.00
1997-09-01	Interest		1.00	50.00
1997-09-15	Payment	1.00		49.00
1997-10-01	Interest		1.00	50.00
1997-10-15	Payment	1.00		49.00
1997-11-01	Interest		1.00	50.00
1997-11-15	Payment	1.00		49.00
1997-12-01	Interest		1.00	50.00
1997-12-15	Payment	1.00		49.00
1998-01-01	Balance			49.00

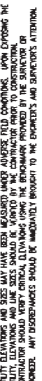
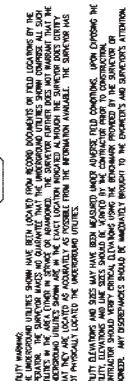


1000

**Table 1**

300

1000







**Project Location**



## Location Map

### Intersection of Main Street and Interstate Drive/26th Drive

1 inch equals 1,000 feet

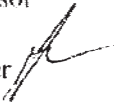
0 240 480 960 Feet







# office memorandum

**DATE:** August 23, 2011  
**TO:** Martha Lipps, Revenue Collection Supervisor  
**FROM:** Angelo A. Lombardo, City Traffic Engineer   
**SUBJECT:** Traffic Impact Fees for Murdock Addition

Enclosed you will find check No. 1130 from COMCO in the amount of \$7,066.13. Please deposit these funds in Account No. 050-0000-229.24-11 (Current Liabilities and Site Improvements Cash).

The approval of the preliminary plat for Murdock Addition included a Traffic Impact Study that identified the need to modify the traffic signal at the intersection of Main Street and Interstate Drive / 26<sup>th</sup> Drive. The specific improvements consist of additional signal heads, new signal controller, load switches, malfunction management unit, wiring and the signs necessary for the installation of left turn flashing yellow arrows displays for the north / south traffic.

Let me know if you have any questions or need additional information.

AAI.

Attachment

cc: Shawn O'Leary, Director of Public Works  
Ken Danner, Development Coordinator  
David Riesland, Assistant Traffic Engineer  
Gary Jennings, Traffic Control Supervisor

1130

COMCO  
6250 BLUE HILLS COURT  
NORMAN, OK 73026

DATE 8-21-11

PAY TO THE  
ORDER OF

CITY OF NORMAN

\$ 7066.13

Seven Thousand Sixty Six Dollars <sup>13</sup>/<sub>100</sub>

DOLLARS



First  
Fidelity  
Bank

1-800-299-5947  
www.first-fidelity.com

FOR

Full Signal LIT

[Signature]

26<sup>TH</sup> 1130 103002691 1046287670



# City of Norman, OK

Municipal Building Council  
Chambers  
201 West Gray Street  
Norman, OK 73069

## Master

**File Number: R-1112-93**

<b>File ID:</b> R-1112-93	<b>Type:</b> Resolution	<b>Status:</b> Consent Item
<b>Version:</b> 3	<b>Reference:</b> Item No. 22	<b>In Control:</b> City Council
<b>Department:</b> Parks and Recreation Department	<b>Cost:</b> \$104,000.00	<b>File Created:</b> 12/06/2011
<b>File Name:</b> R-1112-98 Appropriation from the Park Land Fund		<b>Final Action:</b>

**Title:** RESOLUTION NO. R 1112-93: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$92,000 FROM THE PARK LAND FUND BALANCE TO BE USED FOR IMPROVEMENTS TO THE GRIFFIN COMMUNITY PARK TRAIL SYSTEM.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-1112-93.

ACTION TAKEN: \_\_\_\_\_

**Notes:** December 20, 2011, City Council Agenda

**Agenda Date:** 12/20/2011

**Agenda Number:** 22

**Attachments:** Trail Construction Map, R-1112-93

**Project Manager:** James Briggs, Park Planner

**Entered by:** james.briggs@normanok.gov

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

### Text of Legislative File R-1112-93

Body

**BACKGROUND:** In 1994, the City of Norman began collecting park development fees in the amount of \$150 for every new residential building permit. The \$150 fee is apportioned \$75 to community park development and \$75 to neighborhood park development. There is a current balance of \$93,326 in the community park portion of the Park Development Fund that is available for allocation at this time. The neighborhood park portion of the fees must be spent on the neighborhood park in the area from which they were collected. The community park portion may only be expended at any of the six community parks (Andrews, Griffin, Reaves, Sutton, Saxon and Ruby Grant).

The Norman Parks and Recreation Master Plan was completed and adopted by City Council on November 24, 2009. The highest rated recommendations in the implementation plan were the renovation of existing parks and trail development. This project proposes to further a portion of this recommendation towards completion.

**DISCUSSION:** At Griffin Community Park, there are trails for walking and/or biking that were built during the park's initial development in the 1980's. One section of the trail was built adjacent to 12th Avenue NE, extending north from the baseball/softball fields to the north park road that serves the dog park and disc golf area. Over the years, this segment of park trail has been damaged by vehicles jumping the curb for various reasons. Parking blocks have been placed along the 12th Avenue curb line to help define the trail edge and to act as a barrier for cars. However, there continues to be automobile damage along this portion of the trail, which creates a potentially unsafe area for pedestrians in the park.

Recently, the City of Norman completed construction of the Griffin Park lake. It is primarily an irrigation lake; but it is also stocked with fish and includes a rental shelter along the shore. Now that the lake is complete, we are proposing to add a new segment to the trail system in that area of the park. This segment of trail will pass along the north shore of the lake and will provide a more attractive and safe route to the activities located in that area. The existing trail adjacent to 12th Avenue will be removed. We are proposing this portion of the project to be bid out and completed by a local contractor. The trails will be poured and finished concrete, which will last much longer than the existing asphalt surface. The estimated construction cost for this portion of the project is \$44,000.

Two of the existing trail segments in the central and western areas of the park were also constructed of asphalt and are currently in very poor condition. In an effort to maximize the available funds, we are proposing to replace these trail segments with poured and finished concrete using equipment and labor sources from Cleveland County, the Norman Public Works Department and Park Maintenance staff. These segments are located west of the north baseball/softball complex on the south side of the lake, as well as the area north and west of the soccer complex, which provides access from the dog park area to the western park entry and parking lots. These portions of the project will involve purchasing materials only, which are estimated to cost \$48,000.

Once all of the proposed construction and repairs/replacements have been completed, there will be an accessible multi-use path that will provide a significant exercise loop at Griffin Park. It will connect to almost all of the parking areas on all sides of the 160 acre site. This will allow users to access the park trail from multiple directions and still be able to walk or bike through the entire site.

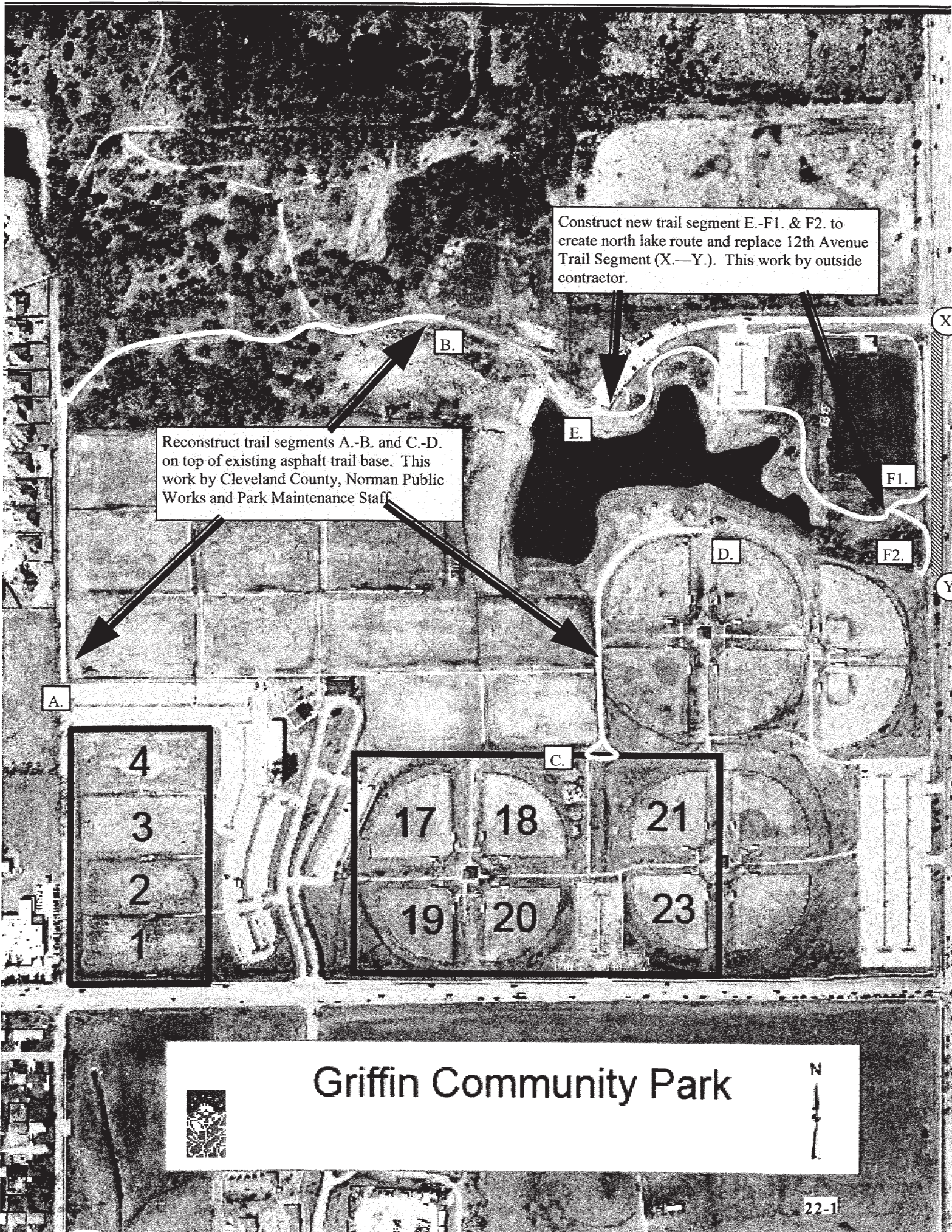
**STAFF RECOMMENDATION:** It is recommended that Resolution No. R-1112-93 appropriating \$92,000 from the Community Park Land Fund Balance for improvements to the

Griffin Community Park Trail System be Approved.

Appropriation from: Community Park Land Development Fund Balance (052-0000-253.20-00)

Appropriate to: Project No. PC0016, Griffin Park Trail Improvements, Construction (052-9639-452.61-01)





Construct new trail segment E.-F1. & F2. to create north lake route and replace 12th Avenue Trail Segment (X.—Y.). This work by outside contractor.

Reconstruct trail segments A.-B. and C.-D. on top of existing asphalt trail base. This work by Cleveland County, Norman Public Works and Park Maintenance Staff

- 4
- 3
- 2
- 1

- 17
- 18
- 21
- 19
- 20
- 23





A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$104,000 FROM THE PARK LAND FUND BALANCE TO BE USED FOR IMPROVEMENTS TO THE GRIFFIN PARK TRAIL SYSTEM.

- § 1. WHEREAS, in 1994, the City of Norman began collecting park development fees in the amount of \$150 for every new residential building permit with \$75 apportioned to community park development and \$75 to neighborhood park development; and
- § 2. WHEREAS, the community park portion may only be expended at any of the six community parks, Andrews, Griffin, Reaves, Sutton, Saxon, and Ruby Grant Parks; and
- § 3. WHEREAS, the Norman Parks and Recreation Master Plan was completed and adopted by City Council on November 24, 2009, and the highest rated recommendations in the implementation plan were the renovation of existing parks and trail development; and
- § 4. WHEREAS, funding is requested to add walking trails in the area of the lake at Griffin Park and to repair and/or replace existing trails in the park that are damaged and in poor condition.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 5. That the below-described appropriation be made for the reasons as stated above.

<u>Account Name</u> (Gaining Account)	<u>Losing Account</u> <u>Park Land Fund</u>	<u>Gaining Account</u> <u>Number</u>	<u>Amount</u>
Project No. PC0016 – Griffin Trail Improvements, Construction	052-0000-253.20-00	052-9639-452.61-01	\$104,000

PASSED AND ADOPTED this 20th day of December, 2011

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

